

[Solicitors' Journal,
Oct. 31, 1903.]

THE
SOLICITORS' JOURNAL
AND
REPORTER.

VOLUME XLVII.

1902-1903.

NOVEMBER 1, 1902, TO OCTOBER 31, 1903.

Gay
LONDON: 27, CHANCERY LANE, W.C.

1903.

COLONIAL
COLONIAL
COMPANIES
(W)
JUDICIAL
LAND, T
LAND T
LAND T
LICENSING
PATENT
STATUTE

ALEXANDER & SHEPHEARD, Ltd.,
Printers,
NORWICH STREET, FETTER LANE, LONDON, E.C.

Alexander
Allsopp &
Angel v
(Limite
Anglo-O
Re
Attorney
Attorney
Museum
B., Re
Bailey v
Banks v
Beddingt
Bell v M
Berry v C
Bickmore
Blagrove
Blakeley
Board of
(Limite
Booth v N
Bow, Me
Macmill
Boyce v I
Briggs (J
British A
British C
Commis
Brooks v
Bulcock
Federat
Bull v M
Bushell v
Capital a
London
Gordon
Carr v An
Carr v He
Carter v I
Chandler
London
City and
Rector,
Clark v R
Clarke v
Society
Cobbald, I
Columbus
Consett U
Cornbrook
Debentu
Cornwallis

Cory, In t

NEW ORDERS.

COLONIAL PROBATES ACT, 1892; 294
 COLONIAL STOCK ACT, 1900; 108, 171, 876
 COMPANIES (WINDING-UP) ACT, 1870, AND THE COMPANIES
 (WINDING-UP) RULES, 1880 AND 1889; 274
 JUDICATURE ACT, 1875, AND THE SETTLED LAND ACT, 1882; 320
 LAND, ENGLAND, REGISTRATION, 170
 LAND TRANSFER ACTS, 170
 LAND TRANSFER RULES, 673
 LICENSING ACT, 1902, REGISTER OF CLUBS, 12
 PATENTS ACT, 1902; 294
 STATUTORY RULES AND ORDERS, 1903; 273

SUPREME COURT FEES, 1903; 170, 294

SUPREME COURT RULES—

Order III., r. 9; 687

XI., rr. 7, 8; 687

XXII., r. 17; 687

XXXVII., rr. 11, 12, 54; 687

LXI., r. 13; 688

LXV., r. 26a; 688

LXVII., r. 2a; 688

YOUTHFUL OFFENDERS. THE SUMMARY JURISDICTION RULES
 (SEPTEMBER), 1903; 856

NAMES OF CASES DISCUSSED.

Alexander v Steinhardt, Walker, & Co. ... 785	Covington v Metropolitan District Railway Co. ... 179	Imperial Bank of Canada v The Bank of Hamilton ... 311
Allsopp & Sons (Limited) ... 633, 684	Crane v Ormerod ... 563	Innes & Co., Re ... 542
Angel v Merchants' Marine Insurance Co. (Limited) ... 415	Cullen v Elwin ... 465	International Tea Stores Co. v Hobbs ... 722
Anglo-Oriental Carpet Manufacturing Co., Re ... 721	D. v D. ... 597	Islington Corporation v London School Board ... 632
Attorney-General v Holden ... 543	Davey v Gravesend Corporation ... 398	Jackson v Dickinson ... 414
Attorney-General v Trustees of the British Museum ... 613	Davis, Re ... 139	Jared v Clements ... 528
B., Re ... 379	Davis v Hyman & Co. ... 509	Jarrah Timber, &c., Corporation v Samuel Jenkins and H. E. Randall & Co.'s Contract, Re ... 785
Bailey v Thurston & Co. (Limited) ... 82	De Jong v United Motor Co. ... 646	Jennings, Re ... 413
Banks v Jervis ... 597	Debtor, A, Re ... 329, 632	Jones v Lavington ... 102
Beddington v Baumann ... 83	Doyle v Jarrett ... 123	Kaufman v Gerson ... 575
Bell v Marsh ... 400	Driefontein Gold Mines v Janson ... 3	Keane v Nash ... 465
Berry v Gaukroger ... 485	Edmundson v Longton Corporation ... 22	Kendal v Metropolitan Borough of Lewis-ham ... 429
Bickmore v Dimmer ... 215	Edward Thompson Co. v The American Law Book Co. ... 757	Kilgour v Gaddes ... 766
Blagrove's Settled Estates, Re ... 347	Emery v Nolloth ... 562	Kirkland v Peatfield ... 465
Blakeley v Muller ... 231	English and Ayling, Re ... 290	Kirkwood v Carroll ... 347
Board of Trade v Sailing Ship "Glenpark" (Limited) ... 722	Fauntleroy's case ... 614	Kolchmann v Meurice ... 330
Booth v New Afrikaner Gold Mining Co. ... 82	Fearnside's Estate, Re ... 154	Krell v Henry ... 758
Bow, McLachlan, & Co. v Duttilth, Smith, Macmillan, & Co. ... 62	Fidelity Mutual Life Association v Mettler ... 853	Lambourn v Maclellan ... 613
Boyce v Paddington Borough Council ... 44	Formby v Lampel ... 484	Langrish v Watts ... 399
Briggs (James) & Son, Re ... 527	Francis v Bennett ... 198	Lawley, Re ... 24
British Asbestos Co. v Boyd ... 792	Frank Warr & Co. v The London County Council ... 509	Lawrence v O'Hara ... 734
British Oil and Cake Mills (Limited) v Commissioners of Inland Revenue ... 801	Gardiner's case ... 233, 246	Lawson v Lawson ... 328
Brooks v Mason ... 3	Gas Light and Coke Co. v The Cannon Brewery Co. ... 347	Leary v Osborne ... 156
Bulcock v St. Anne's Master Builders' Federation ... 23	Gerson v Simpson ... 703	Llanover's (Baroness) Will, Re ... 380
Bull v Mayor, &c., of Shoreditch ... 83	Giblan v Labourers' Union ... 746	Lockwood v Cooper ... 666
Bushell v Hammond ... 666	Gill v McDowell ... 682	London and County Contracts (Limited) v Tallack ... 288
Capital and Counties Bank v Gordon, and London City and Midland Bank v Gordon ... 508, 703	Gill v Shepherd & Co. ... 24	McConnell v Wright ... 746
Carr v Anderson ... 199	Glamorgan Coal Co. (Limited) v South Wales Miners' Federation ... 734	McDonald v Smellie ... 723
Carr v Henry ... 428	Godstone and Caterham District Councils, Re An Arbitration between ... 508	M'Eachen v Sallyeo Mineral Water Co. ... 247
Carter v Roberts ... 597	Gordon v London City and Midland Bank and Gordon v Capital and Counties Bank ... 595	MacGuire v The Western Morning News ... 508
Chandler's Wiltshire Brewery Co. v The London County Council ... 329	Granville v Firth ... 246	Macintosh, Dixon, & Co., Re ... 802
City and South London Railway Co. v Rector, &c., of St. Mary Woolnoth, Re ... 415	Hall, Re ... 200, 723	Macmillan v Belmont ... 62
Clark v Robinson ... 528	Hamilton v Coningham ... 854	Maitland, Re, Pichall v Dawes ... 704
Clarke v Army and Navy Co-operative Society ... 103	Hamilton v Long ... 563	Mallot v Wilson ... 852
Cobbold, Re ... 775	Harington v Sindall ... 812	Mappin Bros. v Liberty & Co. ... 63
Columbus Co. v Clowes ... 289	Harrogate Estates Co. (Limited), Re ... 309	Marsh v Bantoft ... 43
Consett Urban District Council v Crawford ... 543	Harse v The Pearl Life Assurance Co. ... 563	Matrieff v Crossfield ... 332
Cornbrook Brewery Co. (Limited) v Law Debenture Corporation (Limited) ... 803	Hart v Porthgain Harbour Co. (Limited) ... 574	Maynard v The Consolidated Kent Collieries Corporation ... 597
Cornwallis West v Munro's Contract, Re ... 414, 444	Harvey v Truro Rural District Council ... 633	Mendelssohn, Re ... 104
Cory, In the Good of ... 310	Healing v Healing ... 139	Metropolitan Police Commissioners v Donovan ... 574
	Hinds v Elsam ... 675	Moore v Child ... 413
	Hoare & Co. v Morshead ... 766	Morel Brothers, Cobbett, & Son (Limited) v Earl and Countess of Westmoreland ... 64
	Hobson v Pattenden ... 231	Morris v The Harden Star, &c., Co. ... 361
	Hodson v Deans ... 667	Morrison v Ritchie ... 122
	Howe's (Earl) Settled Estates, Re ... 541	
	Ilford Park Estates v Jacobs ... 648	

Mourmand v Le Clair...	703	Rowley & Sons, Re ...	647	Turner v The London and Provincial Bank ...	208
Nelson (Edward) & Co. (Limited) v Faber & Co. ...	766	Ryland, Re ...	246	Valletort, &c., Laundry Co., Re ...	647
Oatway, Re ...	723	Salt v Scott Hall ...	873	Veronica Murder case...	574
Ogdens (Limited) v Nelson ...	776	Scott, Re ...	216	Wallis v Russell ...	103
Pickard v Preston ...	63	Scott v Coulson ...	247	Wallis v Solicitor-General ...	633
Pilling, Re ...	444	Sheffield (Lord Mayor of) v Barclay ...	4, 746	Wallis v Solicitor-General for New Zealand ...	461
Portland Estate Trustees v Lewis ...	611	Shillito v Biggart & Fulton ...	364	Walsh v Derrick ...	247
Pullen v Placer County Bank ...	576	Silles v The Fulham Borough Council ...	667	Warriner, Re ...	758
Randt Gold Mining Co. (Limited) v The New Balkis Ersteling Co. (Limited) ...	268	Simpson v Teignmouth, &c., Bridge Co. ...	269	Watts v Bucknall ...	379
Rathbone Brothers v McIver ...	735	Slobodinsky, Re ...	824	Wells, Re ...	575
Read v Friendly Society of Stonemasons ...	23	Smart v Stepney Borough Council, Re ...	155	West v Sackville ...	793
Rex v George ...	561	Smith v Betty ...	802	Weston v Fidler ...	587
v High Bailiff of Westminster ...	758	Smithers v Wallis ...	138	Wheeler v Tootell ...	802
v Justices of Cornwall ...	575	Solicitor to the Treasury v Lewis ...	167	Whiting v Turner ...	486
v Mayor of Dover ...	288	Somerville and Turner's Contract, Re ...	765	Williams v Blakeway ...	43
v Parke, Ex parte Dougal ...	683	Stagg v Medway (Upper) Navigation Co. ...	155	Wilmer's Trusts, Re ...	793
v Penruddocke ...	81	Starkey v Bank of England ...	363	Wilson v Wilson ...	574
v Pittwood ...	42	Steamship Balmoral Co. v Marten ...	198	Wilton v Phillips ...	415
v Rogers and Others ...	122	Stuart v Freeman ...	43	Winsborrow v The London Joint Stock Bank ...	544
v Shaw & Co. (Limited) ...	668	Styles v Eccleston ...	485	Wirral Rural Council v Carter ...	485
v Smith and Others ...	310	Summers & Payne (Limited) v Brassey ...	288	Wise v Perpetual Trustee Co... ..	812
v Walters and Sach ...	216	Taff Railway case ...	802	Wright v Lawson ...	267
v Windmill ...	683	Tancred's Settlement, Re ...	562	Wynne-Finch v Chaytor ...	702, 853, 873
Richardson v Le Maitre ...	683	Theobald, Re ...	23	Yorkshire Woolcombers' Association (Limited), Re ...	784, 808
Ripley v Griffiths ...	122	Thompson v Clydesdale Bank ...	378	Young v Young ...	721
Roberts, Re ...	199	Thompson v Gill ...	428	Zimble v Abrahams ...	233
Roberts v The Charing Cross, Euston, and Hampstead Railway Co. ...	167, 216	Tolhurst v Associated Portland Cement Manufacturers (Limited) ...	155		
		Torkington v Magee ...	378		
		Tromans v Hodgkinson... ..	22		

NAMES OF CASES REPORTED.

HOUSE OF LORDS.			
Beddington v Baumann ...	90	Cunard Steamship Co. (Limited) v Marten...	708
Igoe v Shann and Others ...	652	Davis v Town Properties Investment Corporation (Limited) ...	383
COURT OF APPEAL.		De Hart v Compania Anonima ...	709
Allsopp & Sons (Limited), Re ...	671, 709	Debtor, A, Re ...	618
Appleby, Re, Walker v Lever; Appleby, Re, Walker v Nisbet ...	334	Ex parte The Debtor ...	334
Atkinson v Lumb ...	469	Ex parte The Debtor (No. 799 of 1902) ...	29
Attorney-General v Duke of Northumberland and Others ...	451	Ex parte The Petitioning Creditors ...	128
v Johnson ...	367	Devonport (Mayor of) v Tozer ...	318
v Lord Montagu ...	276	Doughty v Lomagnuda Reefs (Limited) ...	384
v Warwickshire County Council and Oxford Canal Navigation ...	317	Down, F. P., & Co. v Trelaver China and China Stone Co. ...	277
Austrian Lloyd Steamship Co. v Gresham Life Assurance Society (Limited) ...	222	Drax, Re, Savile v Drax ...	405
B., Re ...	367	Du Pasquier v Cadbury, Jones, & Co. (Limited) ...	49
Badische Anilin und Soda Fabrik v Chemische Fabrik Vormal's Sandoz ...	434	Easton v Bartlett ...	707
Bailey v Thurston & Co. (Limited) ...	69, 91	Easton v Isted... ..	158
Beaumont v Mayor and Corporation of Huddersfield ...	127	Elvin v Woodward & Co. ...	468
Bell v Marsh ...	296	Finchley Electric Light Co. (Limited) v The Finchley Urban District Council ...	297
Bennett v Stone ...	278	Formby v Barker ...	690
Berry v Gaukroger ...	490	Gas Light and Coke Co. (Limited) v The Cannon Brewery Co. (Limited) ...	352
Bickmore v Dimmer ...	129	Gerson v Simpson ...	13
Biss v Biss ...	383	Giles v Belford, Smith, & Co. ...	470
Blagrove's Settled Estates, Re ...	334	Greenock Steamship Co. (Limited) v Maritime Insurance Co. (Limited) ...	761
Bolton Estates Act, Re, Russell v Meyrick ...	637	Greenwood, Re, Goodhart v Woodhead ...	238
Booth v New Afrikander Gold Mining Co. ...	91	Hall, Re, Foster v Metcalfe ...	514
Boyce v Mayor, Aldermen, and Councillors of the Metropolitan Borough Council of Paddington and Another ...	708	Hamlyn v Houston & Co. ...	90
Boxson v The Urban District Council of Altrincham ...	316	Herne Bay Steamboat Co. v Hutton ...	768
Bradley and Another v Carritt ...	534	Highett and Bird's Contract, Re ...	204
Bright (Charles), Re, Ex parte Charles Bright ...	253	Hoare & Co. v Morshead ...	689
Broome v Speak and Others... ..	238	Howden v Yorkshire Miners' Association and Others ...	237
Brydson's Settlement, Re, Cobb v Blackburne ...	490	Howe's (Earl) Settled Estates, Re ...	434
Buitenlandsche Bankvereniging v Walter Hildeheim ...	707	Ibo Investment Trust (Limited), Re ...	581
Capital and Counties Bank v Rhodes ...	335	Innes & Co., Re (In Liquidation) ...	513
Carr v Henry and Another ...	435	Islington Corporation v London School Board ...	749
"Cayo Bonito," The ...	671	Jacques, Re, Hodgson v Braisby ...	145
Civil Service Co-operative Society (Limited) v General Steam Navigation Co. (Limited) ...	877	Jared v Clements ...	435
Coley, Re, Hollingshead v Coley ...	491	Jarrah Timber and Wood Paving Corporation (Limited) v Samuel ...	297
		Jones v Lavington ...	109
		Kirkwood v Carroll and Cutler... ..	316
		Kodak (Limited) v Clark ...	296
		Kolchmann v Meurice ...	295
		Lambourn v Maclellan ...	582
		Lamplough v The Company of Proprietors of the Kent Waterworks ...	384
		Lawford v Billericay Rural District Council ...	366
		Lawley, Re, Zaiser v Perkins ...	29
		Llanover's (Baroness) Will, Re, Herbert v Freshfield ...	385
		Lloyd, Re, Lloyd v Lloyd ...	128
		London County Council v Wandsworth Borough Council ...	405
		London School Board and Foster's Contract, Re ...	204
		Losh (Martha) (Applicant) v Richard Evans & Co. (Limited) (Respondents) ...	158
		McDowall v Great Western Railway Co. ...	603
		Maskelyne and Cooke v Smith, Palmer (Claimant) ...	317
		Maynard v Consolidated Kent Collieries Corporation (Limited) ...	513
		Mercier v Mercier ...	492
		Miller v Law Accident Insurance Society (Limited) ...	382
		Mostyn (Lord) and Fitzsimmons, Re, An Arbitration between ...	252
		Naval, Military, and Civil Service Co-operative Society of South Africa, Re ...	618
		New Premier Cycle Co., Re ...	50
		Oliver v Nautilus Steam Shipping Co. (Limited) ...	671
		Ormskirk Union v Chorlton Union ...	690
		Pilling, Re, Ex parte The Board of Trade ...	435
		Pollard, Re ...	492
		Pomfret and Others v Lancashire and Yorkshire Railway Co. ...	469
		Priest and Wife v Last ...	566
		Randt Gold Mining Co. v New Balkis Ersteling Co. ...	277
		Rathbone Bros. & Co. v David MacIver, Sons, & Co. ...	653
		Rayner v Anderson ...	353
		Read v Friendly Society of Operative Stonemasons ...	29
		Rothwell v Davies ...	470
		Rowell v Rowell ...	726
		Rowson v Atlantic Transport Co. (Limited) ...	738
		Saccharin Corporation (Limited) v R. White & Sons (Limited) ...	618
		Saunderson v The Blythe Theatre Co. and Hope ...	726
		Scoble and Others v Secretary of State for India ...	296
		Scott, Re, Langton v Scott ...	70
		Simpson v Teignmouth and Shaldon Bridge Co. ...	278

Smith v Gold Coast and Ashanti Explorers (Limited)	317
Smith v Kynnersley and Others	382
Smithers (Applicant) v Wallis (Respondent)	145
Stevens v General Steam Navigation Co.	469
Stephenson v London Joint Stock Bank (Limited)	876
Stone v Brewis	70
Surtees v Woodhouse	276
Thomson and Another v Gill	418
Upperton and Wife v Union Castle Mail Steamship Co. (Limited)	738
Vamplew v Parkgate Iron and Steel Co. (Limited)	469
Van Praagh v Everidge	318
Wagstaff (Applicant) v Perks & Son (Respondents) and Fifth (Third Party)	145
Wakefield Corporation v Cooke and Others	252
Watts v Bucknall	367
West v Sackville	581
Wilmer, Re, Moore v Wingfield	602
Wright v Lefever	109
Zillah Shipping Co. (Limited) v Midland Railway Co.	70

CHANCERY DIVISION.

Allsopp & Sons (Limited), Re	638
Alpha Co. (Limited), Re, Ward v Alpha Co. (Limited)	146
Attorney-General v Ashborne Recreation Ground Co.	50
Badische Anilin Und Soda Fabrik v Chemische Fabrik Vormals Sandoz	354
Berry v Gaukroger	358
Booth Union (Guardians of) v The Guardians of Whitehaven Union	514
Bourne v Swan & Edgar	92
Boyce v Metropolitan Borough Council of Paddington and Abbott	50
Carr v Anderson	30
Carter v Roberts	515
Cartwright, Re, Cartwright v Cartwright ..	618
Clark v Robinson	298
Clinton, Re, Clinton v Clinton	436
Cooper v Laidler	548
Cornwallis West and Munro's Contract, Re ..	418
Covens, Re, Miles v Wilson	51
D'Este's Settlement Trusts, Re, Poulter v D'Este	353
Ellenborough (Lord), Re	255
Eslin, Re, Pritchard v Thomas	691
Fitzgerald, Re, Surman v Fitzgerald	386
Fletcher and Dyson (practising as Laycock, Dyson, & Laycock), Solicitors, Re ..	769
Garwood's Trusts, Re, Garwood v Paynter Hall, Re, Foster v Metcalfe	147
Harden Star, & Co. (Limited), Re, Morris v The Company	92
Harington v Sindall and Others	368
Harrogate Estates Co., Re	337
Hodson v Deans and Others	298
Hodson v Deans and Others	750
Honywood v Honywood	436
Hooper, Re, Hooper v Warner	30
Howe v Earl Winterton	146
Howe's (Earl) Settled Estates, Re	385
Innes & Co., Re	298
Inman, Re, Inman v Inman	92
Jaeger v Mansions Consolidated (Limited) ..	147
Johnson, Re, Greenwood v Greenwood ..	517
Kendal v Metropolitan Borough of Lewisham ..	418
Kessissoglou v Balli	738
King and Wilkins v Barber	110
Kirby-Smith v Parnell	279
Leeds Forge Co. (Limited) v Deighton's Patent Flue and Tube Co (Limited)	222
Lloyds Bank (Limited) v The Royal British Bank (Limited)	603
London County Council v South Metropolitan Gas Co.	515
London and County Contracts (Limited) v Tallack	255
Macaulay v Glass	71
Maitland, Re, Pictball v Dawes and Others	709
Mappin Bros. v Liberty & Co. (Limited) ..	71
Montefiore v Guedalla	877
National Telephone Co. (Limited) v Mayor, &c., of Kingston-upon-Hull	638, 768
Pelton's Settlement, Re, Cayley v De Wend	547
Pine, Re, Lilley v The Attorney-General ..	50
Punt v Symons & Co. (Limited)	619

Roberts, Re, Roberts v Roberts	30
Roaling & Flynn (Limited) v Law	255
Guarantee and Trust Co.	255
Ryland, Re, Roper v Ryland	254
Scott v Coulson	146
Smilter, Re (Deceased), Bedford v Hughes	727
Somerville and Turner's Contract, Re	31
Steel, Re, Wappett v Robinson	159
Stepney Borough Council and Smart's Contract and the Vendor and Purchaser Act, 1874, Re	71
Stroud v Royal Aquarium and Summer and Winter Garden Society (Limited) and Others	653
T., Re. (Deceased)	710
Tancred's Settlement, Re; Selby, Re	336
Todd v North-Eastern Railway Co.	336
Toller v Spiers & Pond	405
Underwood, M. A. (Deceased), Re; J. H. Bowles (Deceased), Re; U. v W. Verrell's Contract, Re, and Vendor and Purchaser Act, 1874	253
Weld Blundell v Wolseley and Others	92
Wheeler v Toottell	728
Whiteford, Re, Inglis v Whiteford	640
Wilmer, Re, Moore v Wingfield	419
Workman v London and Lancashire Fire Insurance Co.	420
Wright v Lawson	280
Wright & Green v Ransom, Julius, & Co.	257

KING'S BENCH DIVISION.

Andrew v Ramsay & Co.	728
Ashley & Smith v Hawke	640
Attorney-General v Holden	419
v Murray	420
Banks v Jervis	280
Benson v Furness Railway Co.	257
Blakeley v Muller & Co.; Hobson v Patten-den & Co.	239
Blora v Giulini and Another	258
Board of Trade v Sailing Ship "Glenpark" ..	534
Bridge v Passman	420
Bright (Charles) & Co. v Sellar	693
British Marine Mutual Insurance Association (Limited) v Draffen, Read, and Morgan	672
Brooks (Appellant) v Mason (Respondent) ..	13
Brown v Whitlock	548
Bulcock v St. Anne's Master Builders' Federation and Others	32
Bushell v Hammond and Others	673
Chandler's Wiltshire Brewery Co. v London County Council	319
Clark v Lindsay	258
Commissioners of Police for the Metropolis v Donovan	437
Consett Urban District Council v Crawford ..	549
Continental Couthouse and Gutta Percha Co. v Klientwort, Sons, & Co.	472
Cooper v Hawkins	691
Cornfoot v Royal Exchange Assurance Corporation	471
Covington v Metropolitan District Railway Co.	160
Crane v Ormerod	517
Cronan v Stanier	728
Cycle Manufacturers' Co-operative Association v Sims	224
Demer v Cook and Another	368
Driscoll (Appellant) v Battersea Borough Council (Respondents)	452
Dunn v South-Eastern Railway	223
Edmundson (Appellant) v Longton Corporation (Respondents)	31
Emery (Appellant) v Nolloth (Respondent) ..	567
Ferrand v Bingley Urban District Council ..	691
Findley v Haas	406
Francis and Others, In the Matter of	549
Francis (William) and Others, A Complaint by, Re	205
Frank Warr & Co. (Limited) v The London County Council	493
Griffith v Brymer	493
Groom (Appellant) v Grimes (Respondent) ..	567
Grove v The Young Men's Christian Association	535
Hambro v Burnand, Draffen, Mordan, Read, and Elwell	653
Hampstead (Mayor, &c., of) v Caunt	452
Healing v Healing and Another	110

Hudson v Bridge	406
Isaacson and Another v New Grand (Clapham Junction) (Limited)	222
Kaufman v Gerson and Another	516
Kealake v The Board of Trade	640
Kirkland v Peatfield and Another	420
Lawrence v O'Hara	639
Lockwood v Cooper	672
London, Edinburgh, and Glasgow Assurance Co. (Limited) v Partington	419
London and North-Western Railway Co. v Hinchcliffe	493
Lumby v Faupel	471
Lyon v London City and Midland Bank	386
M'Master and Others v Benson	256
McNair v Cave	14
Marsh v Bantoft	52
Matvieff & Co. v Crossfield	258
Mitchell v. v Crawshaw	406
Moore, Nettlefold, & Co. v Singer & Co.	517
Mottram and Another v Le Clair, Provincial Union Bank (Claimants)	516
Ogdens (Limited) v Nelson; Same v Telford	638
Ormakirk Union v Chorlton Union	14
Owner v Hooper	655
Percy v Hall	549
Pickard v Preston	52
Plymouth Guardians v Gibbs	32
Price & Co. v Union Lighterage Co. (Limited)	387
Rex v Albert Deaville; Rex v John Deaville; Rex v Simpson	280
v High Bailiff of Westminster, Ex parte The London County Council	548
v Justices of Cornwall	535
v Mayor of Dover, Ex parte Bradley	299
v Parke, Ex parte S. H. Dougal	692
Ruther v Ruther	640
Robinson Brothers (Limited) (Appellants) v Dixon (Respondent)	673
Sheffield (Lord Mayor of) and Others v Barclay and Others	14
Shillito v Biggart and Fulton	354
Smith v Gold Coast and Ashanti Explorers (Limited)	223
Stephen v The International Sleeping Car Co.	692
Stiles v Eccleston	257
Stockdale v Ascherberg	493
Stone & Co. v Midland Railway Co.	257
Thomas v Pritchard	32
Thompson & Sons v North-Eastern Marine Engineering Co. (Limited)	256
Tromans (Appellant) v Hodgkinson (Respondent)	32
Walker v Walker	655
West Ham Union v Holbeach Union	692
West Hartlepool Borough Municipal Election Petition, Re, Yellow and Others (Petitioners) v Meredith (Respondent) ..	387
West Lancashire District Council v Lancashire and Yorkshire Railway Co.	693
Westminster Corporation v Leader & Co.	419
Weston v Fidler	567
Williams v Blakeway	51
Williams and Another v The Lancashire and Yorkshire Accident Insurance Co., Re An Arbitration between	119
Wirral District Council v Carter	223
Yeoman (Francis), The Petition of Right of ..	516

PROBATE DIVISION.

Ambrose, Charles Lord (Presumed Deceased), In the Goods of	299
Ball, John (Deceased), In the Goods of ..	129
Bowd, Joseph John (Presumed Deceased), In the Goods of	319
Brough, George Dunderdale (Presumed Deceased), In the Goods of	319
Burton, Walter George (Presumed Deceased), In the Goods of	672
Clark, Charles (Deceased), In the Goods of ..	710
Collingwood, James William (Presumed Deceased), In the Goods of	304
Constantinidi v Constantinidi and Lance ..	739
Currie, Claud Augustus (Presumed Deceased), In the Goods of	516
Druce v Druce; Druce v Druce and Gibb ..	419
Houghton v Houghton	548
Hutchinson, Thomas Robson (Deceased), In the Goods of	728

Jackson, Sarah Jane (Deceased), In the Goods of	93	Chilman, John William	421	Thomas, Rhys Goring... ..	407
Lake, Cuthbert Rowland (Deceased), In the Goods of	279	Dauncey, Richard	640	Trotman, Edward Peter	641
Lambert, Rev. J. C. (Presumed Deceased), In the Goods of	493	Downing, John Wesley	421		
Lelean, John Edward (Presumed Deceased), In the Goods of	129	Ermen, Francis Julius (Deceased), In the Matter of, Tatham and Another v Ermen and Others	494	BANKRUPTCY CASES.	
Lowenfeld v Lowenfeld (Corbet intervening)	492	Gofton, William Smith	407	Dillon, Re, Ex parte The Official Receiver... ..	300
Newby, Martha (Deceased), In the Goods of Palmer v Palmer and Beaufort (The King's Proctor showing cause)	31	Hall, Frederick William	407	English & Ayling, Re, Ex parte Murray & Co.	299
Scott, Augustus Stanley (Deceased), In the Goods of	728	Holmes, Arthur	421	Lake, Re, Ex parte Howe v The Trustee	205
Tranchant, Captain Celestin Francois Jean (Presumed Deceased), In the Goods of	31	Haworth, Richard Nimrod	641	Morgan, Re, Ex parte The Board of Trade	877
Twentyman v Twentyman	354	Hutchinson, Tracy	407	Nepean, Re, Ex parte Ramchund	387
Whiting v Turner	470	Jennings, Re	420	Pollard, Re, Ex parte The Trustee	354
Worster, Josiah William (Presumed Deceased), In the Goods of	515	Lewis, Edward William	641	Slobodinsky, Re, Ex parte The Trustee v The J.L.S. Tobacco Co. (Limited) and Others	710
		Linnett, Benjamin Frank	641		
SOLICITORS' CASES.		MacGuare v Milligan	52	CASES BEFORE THE VACATION JUDGE.	
Andrews, Charles Davis	550	Mackintosh, Dixon, & Co, Re	517, 604	Absolute Life Assurance Co. (Limited), Re An Act for Regulating the Police in the City of London (2 & 3 Vict. c. xciv.), Re, and a Complaint against the said Act, and Re the Telegraph Acts, 1863 to 1899	794
Ashby-Darby, Gerald Sorton	517	Mackintosh, Francis Hugh de Mortimer	53	Companies Acts, 1862 to 1890, Re the, and Re Anster (Limited)	778
Aulton, Edgar Stanley	407	Miles, Re	655	Evans v Jenkins	787
Bamford, Herbert	407	Newen, Re, Carruthers v Newen	300	Howard's Stores (Limited), Re	768
Baker, Lees, & Co., Re	148	Parr, Charles	407	Norfolk Estuary Co. v Flanders	749
Bell, William Lawrance	517	Prall, Harry Morace	53	Savoy Theatre and Operas (Limited and Reduced), Re, and Re the Companies Acts, 1867 and 1877... ..	760
Bielby, Horace Claud Victor	407	Rex v Archbishop of Canterbury	129	Wason v Royal British Bank and Others	748
Blakelock, Christopher Albert	517	Romain, Re	300		
Briggs (James) & Son, Re	535	S., A Solicitor, Re	72		
Brown, John Bannister	550	Saunders v Greenfield... ..	111		
Bulman, Christopher Thomas	407	Streetly v George	641		
Burton, William	640	Solicitor, A, Re... ..	603, 656		
		Solicitor, A, Re, Ex parte The Incorporated Law Society	407		
		Solicitor, A, In the Matter of, and In the Matter of Blinkhorn (an Unqualified Person), Ex parte Same	711		
		Solicitor, A, In the Matter of, and In the Matter of Jones (an Unqualified Person), Ex parte Same	711		

The Solicitors' Journal.

VOL. XLVII.

THE COLONIAL COLLEGE AND TRAINING FARMS, HOLLESLEY BAY, SUFFOLK.

On the fine Seaside Estate of the College (2,000 acres), in a splendid Climate, STUDENTS have unique opportunities of receiving Training, practical and theoretical, which will fit them for a career abroad or at home.

Full information from the PRINCIPAL at above address, or from Mr. GODFREY JOHNSON, 8, Victoria-street, Westminster.

THE LAW GUARANTEE AND TRUST SOCIETY, LIMITED,

FULLY SUBSCRIBED CAPITAL - - £2,000,000
PAID-UP AND ON CALL - - - £200,000
RESERVE FUND - - - - - £150,000

FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &c.

HEAD OFFICE: 49, Chancery-lane, W.C. | CITY OFFICE: 56, Moorgate-street, E.C.

IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of
LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of
LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to
THE LICENSES INSURANCE CORPORATION AND
GUARANTEE FUND, LIMITED,
24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without
special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

FUNDS - - - - - £3,900,000
INCOME - - - - - £467,000
YEARLY BUSINESS (1901) - £1,663,159
BUSINESS IN FORCE - - - £13,900,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p.c. :- Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,794	£2,067

Full information on application to

THE MANAGER, 10, FLEET STREET, LONDON.

VOL. XLVII., No. 1.

The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 1, 1902.

The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

Contents.

CURRENT TOPIC	1	NEW ORDERS, &c.	12
THE NEGOTIATION OF A MARRIAGE	1	RESULT OF APPEALS	12
SETTLEMENT OF PERSONALTY	5	LAW SOCIETIES	15
THE SOLICITOR-TRUSTEE'S REMUNERATION CLAUSE	6	LAW STUDENTS' JOURNAL	16
CIRCUMSTANTIAL EVIDENCE	7	OBITUARY	18
THE LATE MR. CARSON	8	LEGAL NEWS	18
REVIEWS	9	COURT PAPERS	17
CORRESPONDENCE	11	WINDING UP NOTICES	17
POINTS TO BE NOTED	11	BANKRUPTCY NOTICES	18

Cases Reported this Week.

In the Solicitors' Journal.	In the Weekly Reporter.
Brooks (Appellant) v. Mason (Respondent)	Anglo-French Exploration Co. (Lim.), In re
Gerson v. Simpson	Cooper & Crane v. Wright
Lord Mayor of Sheffield and Others v. Barclay and Others	Davis, In re, Davis v. Davis
McNair v. Cave	Lords and Hanley Theatres of Varieties (Limited), In re
Ormakirk Union v. Chorlton Union	Ratcliff and Another v. Mendelsohn
Palmer v. Palmer and Beaufort, The King's Proctor Showing Cause	Smith, In re, Smith v. Lewis
	Sperrier and Another v. La Cloche

Current Topics.

MR. HORACE EDMUND AVORY, K.C., has been appointed Recorder of Kingston, in succession to the late Mr. BARDSWELL. Mr. AVORY was called to the bar in 1875.

THE NEW RULE which in substance provides that every action in every division shall be tried in the county or place fixed by the court or a judge, has attracted some attention. In *Winstanley v. Kendal*, which came before the Court of Appeal on Monday last, the Master of the Rolls is reported to have said that in his opinion regard ought still to be had to the place of origin of actions, and country actions ought not to be brought up to London without sufficient cause. We do not know how far this observation will apply to the trial of witness actions in the Chancery Division. A large proportion of these cases are country actions, and the judges have hitherto been very unwilling to order them to be tried at the assizes. If the rule is intended to introduce a new practice in this respect, we shall watch the experiment with much interest.

SECTION 24 of the Licensing Act, 1902, provides for the registration of clubs which occupy "a house, or part of a house, or other premises which are habitually used for the purposes of a club, and in which any intoxicating liquor is supplied to members or their guests"; and, under section 25, this register is to be kept by the clerk to the justices of each petty sessional district, and a return, giving particulars as to the club and stating that there is kept upon the club premises a register of the names and addresses of the club members, is to be made every year in January. We print elsewhere an order which has been made

by the Home Secretary, prescribing the form of register to be kept.

It will be seen from the report of the Incorporated Leeds Law Society, extracts from which we print elsewhere, that the society has scored a success in dealing with a practice, which we believe is rather prevalent among municipal corporations, of providing, on the sale of surplus lands, that no abstract of title shall be delivered to the purchaser, but that absolute covenants for title shall be given by the corporation. The result of the society's remonstrances has been that the corporation have admitted the right of the purchaser to a short abstract, and to a covenant for, or acknowledgment of right to, production of the conveyance to the corporation.

It is to be feared that the new rules of the House of Commons, under which members have to attend at an earlier time than the old hour of 4.30 o'clock, will result in a diminution of legal Members of Parliament. It is plainly impossible for a busy man in either branch of the profession to be present at the commencement of the sittings. It is to this cause, we imagine, that the retirement of Mr. A. F. WARR is mainly due. He has been a very useful representative, not only of the interests of his constituents, to which his attention has been most assiduous, but also of the legal profession, in the discussion of measures affecting their interests. His retirement is a subject of much regret.

SOME SURPRISE was occasioned by the announcement in the *Times* last week that Lord Justice ROMER was to give a dinner to his Majesty's judges on Friday in last week. Rumour at once interpreted this as a farewell function in view of the elevation of the learned Lord Justice to a higher tribunal. The facts, we believe, were that the dinner was in substitution for the usual whitebait banquet of the judges, which was omitted last summer; that Lord Justice ROMER was in charge of the arrangements for the festivity, and that he was wrongly assumed to be the host.

MR. JUSTICE KERKEWICH took occasion last Wednesday to make some strong remarks upon the subject of delay in bringing causes to a hearing. In the case which gave rise to the observations the summons, which was for limited administration, had issued in December, 1900, and after a lapse of six months, had been amended. Five months later the summons was adjourned into court, and an order was also made for the examination of certain witnesses; this having been done, the summons came on for hearing on Wednesday last, nearly two years after it had been issued. There appeared to be some palliation for the delay, though by no means sufficient to excuse it, or to deter his lordship from stigmatizing it as a "scandal." It is certainly difficult to see why so long a time should have been allowed to pass without getting the matter disposed of; but, although, as his lordship observed, the plaintiff is as a general rule the culprit, there was in this case no ground for imputing the delay to any party in particular. But it is gratifying both to suitors and to the public in general to hear so strong an official condemnation of the "law's delay," and to learn that in the generality of cases in these days expedition is one of the chief desiderata in and about Masters' Chambers. Those who still base their idea of Chancery procedure upon *Jarndyce v. Jarndyce* would have surely been amazed to hear Mr. Justice KERKEWICH's animadversion upon the lapse of a mere twenty-two months!

SINCE OUR recent observations on the "typewriting scare" we have received a letter from a correspondent, who is interested in the preservation of the old system of law writing, pointing out the various objections to typewriting. We do not think, however, that the abolition of this mode of transcription is within the range of practical questions. The typewriter enables nearly twice as much work to be done as could be accomplished by the old system, while the use of carbon sheets

enables more than one copy to be made at the same time; and again, a typewritten letter is preferable to a letter in an illegible hand. Accordingly, the machine has found its way into the offices of even the most conservative solicitors, and outside the profession it is rapidly superseding handwriting. We have seen it stated that the terms of peace signed at the conclusion of the war in South Africa were contained in a typewritten document. We have never yet, however, come across a typewritten will. The important matter appears to be to abolish the violet ink and to ensure that that the black ink, or so-called "ink ribbon," is of good quality.

THE WEEK has been marked by an occurrence which we believe is unprecedented. The Lord Chancellor has entered the list of contributors to the daily press. In the *Times* of Friday in last week he reviewed at great length the sixth volume of the new issue of the *Encyclopedia Britannica*. No one who knows the wide range of his knowledge, and his intimate acquaintance with English literature, will dispute his qualifications as a reviewer, but then they have not previously, so far as is known, led him into the ranks of newspaper writers. What can have moved him to take up his pen on the present occasion? The answer seems to be apparent on a perusal of the review. The volume noticed contains divers articles on legal subjects, and these form the professed subject of the review; but we imagine it is really two of the articles which account for its appearance. In the volume under notice Lord DAVEY discusses the changes in our legal system, and he requires to be mildly castigated; Mr. BRICKDALE discusses Land Registration, and he requires to be strongly commended. Lord DAVEY is told that in contending that demurrers ought not to have been abolished, and in describing their abolition as "disastrous," "he does not seem to observe that the possibility of such a system involves as its basis the insistence on a precision of statement of cause of action and defence which it was the great effort of the framers of the new system to abolish. If any statement of facts, however loose, from which could be gathered either a cause of action or a ground of defence was to be sanctioned under the new system, this would render demurrers impossible." And with regard to Lord DAVEY's advocacy of an appeal court in criminal cases, he is told that the tribunal he recommends would not deal with one great difficulty. "Why," the Lord Chancellor asks, "if an offender may appeal against excessive severity, may not the Attorney-General appeal against excessive leniency? Some judicial persons have brought the law and its administration into contempt by sentences so ridiculous as to constitute a public scandal, and this side of the question is one with which Lord DAVEY's suggestion does not profess to deal."

BUT ALL THIS is subsidiary to the notice of Mr. BRICKDALE's article in the *Encyclopedia* on Land Registration, which the public are informed "is an admirable summary of the history of the question, and somewhat more accurate in its details than that portion of Lord DAVEY's article which deals with the matter." Can it be that we have here the secret of the "girding" at Lord DAVEY? It is probable that the recent defeat of the ambitious projects of the Land Registry by the county council of Northamptonshire has led to the prominence given to Mr. BRICKDALE's article, and to a remark which we must venture to pronounce altogether unworthy of the reviewer. He says that "the history given by Mr. BRICKDALE is interesting as disclosing how the efforts of Parliament and a consensus of the most eminent lawyers for generations have been rendered nugatory by the efforts of a comparatively small class to preserve an endless source of profitable employment for themselves." It is remarkable how, when our ordinarily good-humoured Lord Chancellor touches on the subject of his scheme of land transfer, he becomes imbued with vitriolic tendencies altogether foreign to his nature. It may be asked, with much respect, whether he really considers that every solicitor or other person who deems his plan useless and a source of greatly increased expense is actuated by motives of personal greed? He has only to look at the reports of the Incorporated Law Society on the

subject to see that even solicitors may be actuated by a desire to promote the best interests of landowners. How does he account for the recent action of the Northamptonshire County Council? While we greatly deplore this charge brought by the head of the law against one branch of the legal profession, we are bound to say that it is in entire accordance with the spirit in which the system has been hitherto administered.

THE ACT of last year for restricting the sale of intoxicating liquors to children was considered for the first time, so far as we are aware, by the High Court on the 28th inst. in the case of *Brooks v. Mason*. The case was remarkable for the absence of the *mens rea* which usually forms an ingredient in a criminal offence. The Act imposes a penalty upon any publican who knowingly sells or delivers intoxicating liquor to a child under fourteen years of age "excepting such intoxicating liquors as are sold and delivered in corked and sealed vessels in quantities of not less than one reputed pint for consumption off the premises only"; by the definition clause "sealed" means "secured with any substance without the destruction of which the cork, plug, or stopper cannot be withdrawn." The appellant in *Brooks v. Mason* delivered to a child a pint of beer in a bottle having a glass stopper with a gummed label passing over it from one side of the bottle to the other: one end of the label was affixed to the side of the bottle with sealing wax, the other end was not so secured, and the gum being wet, a zealous constable, who appears to have been outside the public-house, was able to remove the label with the sealing wax attached to it, both label and wax remaining intact. The magistrate found that the appellant was aware of the age of the child, and also that he honestly believed that he had secured the label in conformity with the requirements of the Act. On these facts he convicted the appellant. On the appeal it was sought to establish that the honest belief that the bottle was properly secured took the case out of the prohibition contained in the Act—the word "knowingly" being read as applying to the words of exception as well as to the prohibition. This contention was manifestly untenable, and the Divisional Court affirmed the conviction. We do not see that the case was even a hard one; where a man knows that he is committing an offence unless he take such precautions as will bring him within an exception, it is right and necessary that he should be bound to take those precautions successfully, or else suffer the consequences of his own carelessness.

LINCOLN'S-INN has sustained severe losses by the death of two senior members within one week—Mr. W. B. COLTMAN and Mr. H. CASSON. Of these, Mr. COLTMAN was the better known personality among the present generation of barristers. The son of Mr. Justice COLTMAN, he inherited a bent for law, and set a fine example of interest in all aspects of the profession outside his practice. He was a thoroughly sound and learned conveyancer and real property lawyer, whose knowledge was always ready to hand and readily imparted without hesitation to any of his brethren who might be in need of it. He would have made an excellent conveyancing counsel to the court, but he never attained to any official position, and was probably much too modest to press his claims. But the profession and the country were probably the richer on this account, for he was able to devote his leisure to other interests, and he did it in a hearty fashion. Much of his life was devoted to the Inns of Court Volunteer Corps, of which he became the commanding officer in succession to Mr. OCEIL RUSSELL, and did much to keep it on foot during its nadir, before the recent war set it on its legs again. In this, no less than in his professional work, he showed his characteristic devotion to real work and contempt for parade. He was the despair of inspecting officers on ornamental occasions, careless of his personal appearance, and only too obviously conscious of the hollowness of the whole affair. But in a comparatively real field day across country, or combined manœuvres, he was in his element; this was work and not play, and he was on the alert; himself and kept his men on the alert. He was not a War Office or a ladies' soldier; and had he been younger he would have made his mark in the South African campaign. Another

of his outside interests was freemasonry, and towards the end of his life he took a very leading part in the formation of the Chancery Bar Lodge, which is now a flourishing institution. He was a frequent *habitué* of the Common Room to near the end of his life, and a figure well known to even the youngest barristers. He will be greatly missed wherever sound learning and modesty and devotion to the widest interests of the profession are held in esteem. Mr. CASSON was another type—he was, in a sense, in the world, but not of the world. We deal elsewhere with his admirable qualities, but his overwhelming practice left him little time for other pursuits than the law. He did most effective work as a conveyancer, and was content to do that well. Lincoln's-inn is the poorer for the loss of these excellent and learned lawyers, each of a different type—the social and the official.

WE HAD occasion in a previous issue (46 SOLICITORS' JOURNAL, p. 695) to comment briefly upon the decision of the House of Lords, on the 5th of August, in *Driefontein Gold Mines v. Janson*. We return to it for the purpose of drawing attention to what was said by the Lord Chancellor with reference to "public policy." It will be remembered that the action was brought to recover for the loss of gold under a policy of insurance, and that the underwriters, the defendants, relied on the fact that the plaintiff company was a subject of the government of the Transvaal, and that the gold was seized by that government for the purposes of expected hostilities with this country. The insurance of the plaintiffs' property against risk of such a seizure was, the defendants argued, against public policy. In the Court of Appeal VAUGHAN WILLIAMS, L.J., dissenting from the majority of the court, held that an insurance in express terms against this particular loss would be inconsistent with the public duty of a British underwriter, and that it might be contrary to his public duty to enter into a contract of insurance against the risk of capture even where the risk of capture was not a risk of capture in the course of actual war between the country of the assured and the country of the underwriter. The learned judge was of opinion that the seizure was with a view to a threatened war with Great Britain, and that it was illegal for a British subject to contract to insure subjects of the Transvaal against such a seizure. He said: "I take it that if it is made out that it would be injurious generally to the State to allow such a contract by a British subject to be valid, the principle must be applied, although there may be no previous instance of its application to this particular case." The decision of the majority of the Court of Appeal, that the insurance was not contrary to public policy, was upheld by the House of Lords, and in his judgment Lord HALSBURY says: "The judgment of VAUGHAN WILLIAMS, L.J., is put upon the sole ground that this policy is against public policy. . . . He calls it a contravention of public interest, injurious to the country, inconsistent with public duty, and repugnant to the interests of the State, and no doubt there are equivalent phrases to be found in many judgments where their application is expounded, but the learned judge, beyond using these phrases, does not go on to explain in what sense they are used, and how, and on what principles of law, the policy in question was unlawful. I do not think that the phrase 'against public policy' is one which in a court of law explains itself. It does not leave at large to each tribunal to find that a particular contract is against public policy. . . . In treating of various branches of the law learned persons have analyzed the sources of the law, and have sometimes expressed their opinion that such and such a provision is bad because it is contrary to public policy, but I deny that any court can invent a new head of public policy." The Lord Chancellor in his criticisms upon the use of the phrase "against public policy" was merely repeating what had been previously said by other judges. In *Richardson v. Mellish* (2 Bing. 229), BURROUGH, J., said: "Public policy is a very unruly horse, and when once you get astride it you never know where it will carry you." And in the leading case of *Hilton v. Eckersley* (6 E. & B. 47) Lord CAMPBELL said that he entered with reluctance upon the consideration of what instruments should be held void as against public policy when he thought how different generations of judges, and different judges of the same generation, had differed in opinion upon

questions of political economy, and he thought that it would be better for our courts, where there was no illegality at common law which made the framing of such instruments a criminal offence, to give effect to them unless they were avoided by Act of Parliament. It is possible that VAUGHAN WILLIAMS, L.J., had not the slightest intention of enlarging any recognized principle of the law, but merely intended to extend the rule that contracts with an alien enemy cannot be enforced, to new and special facts. But his judgment cannot be supported without putting a construction upon the expressions "war" and "warfare" which is warranted by no previous decision.

THE Lord Chief Justice signalized his first sitting after his South African voyage by delivering a judgment of great importance in *Lord Mayor of Sheffield v. Barclay* (*Times*, 28th inst.), and in the result he differed from the opinion expressed by Lord LINDLEY when as LINDLEY, J., he gave judgment in *Simm v. Anglo-American Telegraph Co.* (28 W. R. 290, 5 Q. B. D. 188), and held that the person who sends in to a company a forged transfer of shares or stock is liable to the company for loss arising from registration of the transfer. The question of liability for loss in respect of forged transfers was very much to the front some years ago, and the discussion led to the passing of the Forged Transfer Acts of 1891 and 1892. Of course the registration of the forged transfer cannot prejudice the person in whose name the stock stood prior to the registration: *Barton v. London and North-Western Railway Co.* (38 W. R. 197, 24 Q. B. D. 77); and if the company has issued a certificate to the transferee so as to enable him to dispose of the stock to a third person, the company is estopped, as against such third person, from asserting that he has no title to the stock. Consequently, if they are compelled to restore the stock to the original holder, they are bound to pay its value to the latest holder by way of compensation: *Re Bahia and San Francisco Railway Co.* (16 W. R. 862, L. R. 3 Q. B. 584). There remains under such circumstances the question whether the company are entitled to look for indemnity to the person who presented the forged transfer and asked for registration of it. It is assumed, of course, that such person is quite innocent of the forgery. In *Simm v. Anglo-American Co.* the question arose upon a complicated state of facts which, for the present purpose, may be put as follows: A. was the registered owner of stock in the company; A.'s clerk, by means of a forged transfer, sold the stock to B., who purchased as trustee for C. In due course B. was registered, and he subsequently transferred the stock to D. as trustee for a bank who took the stock as security for advances to be made to C. Advances were made, but ultimately the forgery was discovered and A. claimed the stock, whereupon C. repaid all the outstanding advances. The company having restored A. to the register and refused to recognize any other title, D. brought an action against them claiming the value of the stock, and the company brought an action against B. and C. claiming indemnity. The circumstances were peculiar, for any title which D. might have held only as trustee for C., who, in effect, had sent in the forged transfer for registration. Nevertheless LINDLEY, J., held that D., as an innocent transferee who had taken on the faith of the register, was entitled to recover against the company, and that the company were not entitled to an indemnity. The learned judge put this latter result upon the ground that a person who sends in a transfer to the company only represents that he believes it to be genuine, and the risk of acting upon it lies on the company, who are charged with keeping the register correctly. "It appears to me," he said, "that a duty is thrown on the company to look to their own register; and that duty the company owe to those who come with transfers, and I do not see any corresponding or conflicting duty on the part of the person who brings the transfer, except, of course, that of bringing what he believes to be an honest document."

IT BECAME unnecessary to test the statement when the case went to the Court of Appeal, for that court reversed the judgment of LINDLEY, J., in the first action—that against the company—and the company in consequence did not press their claim to indemnity in the second action. And it is remarkable that the

point does not seem to have been raised again till the present case of *Lord Mayor of Sheffield v. Barclay* before Lord ALVERSTONE, C.J. On the present occasion a new principle has been applied which has turned the tables in favour of the company—in this case, the Corporation of Sheffield. Corporation Stock of the value of £8,500, which was standing in the name of two trustees, was in 1893 transferred by a transfer, which as to one trustee was a forgery, in favour of Messrs. BARCLAY & Co. By them it was subsequently retransferred. On the forgery being discovered in 1901, the corporation had to restore the stock to the trust, and they have sought indemnity for the consequent loss against Messrs. BARCLAY & Co. Lord ALVERSTONE has decided in their favour upon the strength of the following principle enunciated by TINDAL, C.J., in *Toplis v. Grane* (5 Bing. N. C.): "Where an act has been done by the plaintiff under the express direction of the defendant, which occasions an injury to the rights of third persons, yet if such an act is not apparently illegal in itself, but is done honestly and *bonâ fide* in compliance with the defendant's directions, he shall be bound to indemnify the plaintiff against the consequences thereof." The principle was applied more recently in *Dugdale v. Lovering* (L. R. 10 C. P. 196), where BRETT, L.J., pointed out that it was not confined, as had been contended, to cases of agents. It must be admitted that if the company are not, as Lord LINDLEY held, under any duty to maintain the accuracy of the register—if they are simply indifferent custodians of it—then the principle fits the case very neatly. The corporation, acting with apparent legality and in good faith, infringed the rights of the true owners of the stock at the request of Messrs. BARCLAY & Co., and the latter have to bear the loss. On the other hand, the view put forward by Lord LINDLEY places the risk of dealing with the register entirely on the corporation or company and excludes any idea of indemnity. It may be assumed that this divergence of view will come before the Court of Appeal.

THE CURRENT number of the *Law Quarterly Review* contains a paper by Mr. MAURICE W. RICHMOND on "Lawyers and the Public," the substance of which was delivered as a public lecture at the University College, Wellington, New Zealand. The theme of the paper is the ethical justification of the legal profession, and it is satisfactory, especially at the commencement of a new legal year, to find the writer arriving at the conclusion that a lawyer can practise his profession with safety to his conscience, and also that the public are likely to require his services to the end of time. Mr. RICHMOND commences, indeed, by referring to a debate which he was once privileged to hear upon a motion "That the legal profession is a parasite infesting the community and ought to be extirpated." And the theory that the lawyer has to keep his conscience for Sunday use only is not unknown among authorities of standing. Mr. LECKY, in a passage which Mr. RICHMOND quotes from "The Map of Life," after describing the arts of advocacy, concludes: "It is not surprising that a profession which inevitably leads to such things should have excited scruples among many good men." Anyone who has any acquaintance with the practical conduct of litigation knows that that is all nonsense, and we are not surprised to find the editor of the *Law Quarterly Review* stating in a footnote that Mr. LECKY's strictures are quite unworthy of his abilities. Mr. RICHMOND finds better appreciation of the lawyer's functions in RUSKIN, and he quotes, from "Unto this Last" the enumeration of the "five great intellectual professions relating to daily necessities of life," including the lawyer's, whose duty is to enforce justice. But this, however, excellent from an ideal point of view, is open to objection, since the lawyer's ability to aid his client in particular, or the State in general, is limited by the law, which is by no means a synonym for justice. And it has to be remembered, too, that neither the law nor the legal profession are very much concerned with forcing people to do anything, but solely with ascertaining what, under the circumstances, is to be done. And the same holds good of far the larger part of a lawyer's work, which has nothing at all to do with litigation. Law rests, in the long run, on consent, not on force, and the business of the lawyer is to assist men in

so arranging and defining their mutual relations that they shall know what to do. The complications of business and property render the existence of a separate profession for this purpose a necessity. "The profession of the law," concludes Mr. RICHMOND, "will therefore continue until unto perfect goodness there shall have been added also perfect knowledge, until, that is to say, the end of all things shall have been accomplished." So we can all of us take heart and go on with our work.

The Negotiation of a Marriage Settlement of Personalty.

WE propose in this article to discuss very shortly the principal questions that arise on, and the precautions to be taken in, the negotiation of a marriage settlement of personal property.

As soon as a gentleman has been accepted by a lady, he has in most cases to obtain the sanction of her parent, or guardian, or of some other near relation, to his engagement. At this interview he will generally have to explain the nature and amount of his property, if any, what are his prospects in his profession, and possibly what expectation he has of having a fortune left to him. In return, he will receive some information as to the lady's present and future fortune. It but rarely happens that any arrangement as to settlements is made at this interview, except that it is not uncommon for the lady's father to say that a proper settlement must be made, and that his consent to the marriage is contingent on such settlement being made to his satisfaction. Prudent people leave further negotiations to their solicitors.

It is a general rule that, if people wish to negotiate without the possibility of losing their tempers, it is better to conduct the negotiation through agents; this is of special importance in the negotiations for a marriage settlement, for as the parties will, if the marriage takes place, be placed in a position of considerable intimacy, it is of the utmost importance that no angry or hurt feelings should arise in the course of the negotiations. Solicitors are in the habit of conducting negotiations, sometimes of a very hostile nature, without raising hostile feelings in their opponents; on the other hand, many persons, particularly those who are unaccustomed to business, become hurt if any person ventures to differ from them, and consider him to be an insolent fellow.

The effect of a marriage before the Married Women's Property Act, 1882, was to give the husband very large interests in his wife's fortune, the nature of which will be found stated with some minuteness in Elphinstone's Introduction to Conveyancing, at p. 300, *et seq.* It followed that the settlement of the lady's fortune consisted, to a very large extent, of provisions made for her and the children of the marriage by the intended husband. Probably for this reason it used to be the invariable practice for the lady's solicitor to forward to the husband's solicitor a statement of her fortune, present and future, which was to be settled, but not stating the provisions that he proposed, leaving it to the husband or his advisers to suggest the nature of the settlement. As, however, a marriage at the present day does not operate so as to give the wife's fortune to the husband, the settlement of her fortune is no longer a provision made by him, and, therefore, it is not unusual for the wife's solicitor to send proposals as to the settlement of her fortune, together with the statement of what it consists; but it is apprehended that the more correct practice is to leave it to the husband's advisers to propose the terms of the settlement of the lady's fortune.

The intended husband's solicitor prepares a statement of what property the intended husband wishes to settle, and sends it to the lady's solicitor with proposals for the settlement of both the gentleman's and the lady's fortune. In the negotiations for the settlement two matters have to be considered—*first*, what property is each party to bring into settlement; and *second*, how is it to be settled?

The first question requires careful consideration; it is the usual, perhaps we may say the universal, practice where the lady is young to settle all the property to which she is entitled either in possession or in reversion. It is also the rule that, if

possible, the intended husband should settle the same amount as the lady. Care, however, should be taken not to settle the whole of his fortune, as, even if he be a very careful man, something is certain to happen sooner or later that will render it necessary to make an expenditure that he cannot make out of income, so that, if all his capital is settled, he may be forced to adopt the ruinous course of borrowing on the security of a life interest and policy.

Where the husband's property consists of land, the question arises, is it to be put into strict settlement, or is it to be settled as personalty by means of a trust for sale? Formerly it was, and still is in some parts of England and in Wales, the practice to settle even small landed estates by way of strict settlement, but the inconvenience of this course is so great that at the present day a strict settlement is rarely made on marriage unless the property to be settled is large in value, or where it is an old family estate, or where it is intended to support a peerage; we do not propose to discuss strict settlements in this article.

The next question is, how is the property to be settled? It will greatly conduce to advising wisely on this matter if the solicitor conducting the negotiations will consider what is the object of a settlement. The common marriage settlement of personalty has for its object to provide for the maintenance of the spouses and the preservation of the capital for their children or issue after the death of the survivor of them.

Where the subject of the settlement is personalty, or land to be settled by way of trust for sale, the recognized practice is for each of the intended spouses to take the first life interest in his or her own fortune, and for the survivor to take a life interest in the whole, the intended wife being restrained from anticipation. After the death of the survivor of the spouses, the capital is usually settled on the children or issue of the marriage as the spouses or the survivor shall appoint, and in default of appointment, on such of the children as attain twenty-one, or being female marry, with hotchpot and advancement clauses.

The principal variation in the provisions as to the life interest occurs where the intended husband is in business. Here, owing to the possible risk of bankruptcy, it is not uncommon for the intended wife to take the first life interest in both fortunes. In order to prevent the husband from being absolutely dependent on the wife, her life interest in his fortune may be made subject to a power to the trustees to apply part of the income for the maintenance of the intended husband and the children of the marriage, but this provision is not usual. In this case the life interest of the husband in the wife's fortune should be made determinable on alienation or bankruptcy, with power to the trustees, after a forfeiture has occurred, to apply the income for the benefit of any persons claiming under the settlement or for an after-taken wife or his issue by her. Objection is sometimes taken by the lady's advisers to extending this power so as to include an after-taken wife and her issue, but this objection is ill-founded, and arises from a misconception of the reason for inserting the clause. It is obvious that if, after the bankruptcy of the intended husband, the trustees pay any part of the income to him, they are committing a breach of trust, as it ought to be paid to the trustee in bankruptcy, and the object of the clause is to enable them to pay the income to some person who will practically allow the husband to derive some benefit from him. It is clear that, if he is living with an after-taken wife, payment to her will in effect be a provision for him, and in like manner payment for the benefit of his issue, whether by the intended or an after-taken wife, will enure for his benefit.

In the case we are discussing the husband's life interest in his own fortune should be made determinable in the same manner, and with the like power to the trustees, as in the case of the wife's fortune, for although the provisions as to determination on bankruptcy will fail as to the husband's property, they will be valid as regards any property settled by any other person in which he takes a life interest, and will be valid in the case of a charge or alienation made by him of his own property.

The principal variation in the provisions for the children occurs where there is an entailed property out of which the eldest son will be provided for. In this case it is common to propose that he should not take under the settlement of personalty. Such a proposal should be objected to. The

proper course is to make him one of the objects of the power of appointment, to except him, in the first instance, from the class who are to take in default of appointment, but to provide that, if no other child takes a vested interest, he shall take the settled funds if he attains twenty-one.

Sometimes it is proposed that, instead of the spouses having a joint power of appointment, each of them should have a power of appointment over the property brought into settlement on his or her part. Such a proposal should be objected to. If the marriage is a happy one, no serious difference of opinion is likely to arise between the spouses as to the provisions to be made for any child, and, on the other hand, if unhappy differences should arise, it appears undesirable to enable either spouse, by a threat of exercising the power, to put pressure on the children to take his or her part.

H. W. E.

(To be continued.)

The Solicitor-Trustee's Remuneration Clause.

I.

WITH somewhat pedantic strictness, the Court of Chancery and its successor, the Chancery Division, have always held that a trustee is not at liberty to receive from the trust estate any remuneration for his services unless a direction to that effect has been inserted in the instrument creating the trust. This rule frequently bears hardly upon ordinary trustees who thus gratuitously expend time and trouble in the conduct of the trust, but it presses with special severity upon solicitor-trustees, to whom, in the natural course, it would fall to transact the legal business of the trust estate. They are bound either to give their services for nothing (*Broughton v. Broughton*, 5 D. M. & G. 160; *Re Correllis*, 34 Ch. D., p. 681), or else to pass the work on to some other solicitor, who, though he may be equally competent, will not have the same interest in it. This state of things led many years ago to the introduction of a clause which, in one form or another, has become familiar, and which—in its more restricted form, at any rate—has more than once received judicial sanction: the clause, that is, which allows a solicitor-trustee to charge either for work strictly professional, or for all work, whether professional or not, done by him in the administration of the estate. "One continually sees," said Lord CRANWORTH, C., in 1856, in *Broughton v. Broughton* (*supra*), "provisions introduced into wills and settlements enabling a solicitor acting as trustee to receive remuneration just as if he had not been appointed trustee, and it is very often convenient to make this arrangement." And to the same effect spoke Lord HATHERLEY, C., in 1872, in *Imperial Mercantile Credit Association v. Coleman* (L. R. 6 Ch., p. 570): "A testator, whose will is drawn by a solicitor more often than not, and also parties to settlements, which are invariably drawn by solicitors—honourable men, no doubt, giving full information to their clients—continually introduce clauses enabling an executor or trustee to make his usual charges, the testator or settlor thinking, no doubt, that it would be a greater evil to be deprived of the services of his solicitor than to pay him his bill of costs." The reasoning in this passage is open to criticism, but the fact remains that the clause in question has been recognized as usual by the highest judicial authority.

In its original form—and it cannot be said that the above remarks contemplated anything wider—the clause extended only to professional services. In later forms attempts have been made, with more or less success, to extend it in such a way as to remunerate the solicitor-trustee for his time and trouble generally given to the trust business. But the construction of these clauses is by no means clear, and it may be useful to consider the different forms which have been suggested, and to note the meanings which have been attached to some of them by the courts. The earliest to which it seems worth while to refer we take from the third edition of Bythewood and Jarman (p. 917), published in 1849. It runs as follows:

"Every trustee who may happen to be of the profession of an attorney or solicitor, or auctioneer or appraiser, shall be entitled to

make the usual professional charges for advice given and business transacted and done for and on behalf of my trust estate, any rule of equity to the contrary notwithstanding."

The form in the second edition of Davidson (1861, vol. 3, p. 639), repeated without alteration in the third edition in 1873 (vol. 3, p. 792), is similar in its scope:

"The said L. M. and any future trustee who shall be a solicitor or attorney may, by himself or his firm, act as solicitor or attorney to the trust estate, and to the trustees or trustee for the time being, and shall be entitled to charge and shall be paid for business so done by him in respect of the trust estate in the same manner as if he had not been a trustee."

That clauses of this nature only allow a solicitor-trustee to charge for services which are properly rendered by him as solicitor was decided by ROMILLY, M.R., in *Harbin v. Darby* (28 Beav. 325). There a testatrix directed that one of her executors, who was a solicitor, should "be at liberty to charge for his professional services as if he had not been appointed an executor and trustee" of the will. The taxing-master taxed this executor's bills on the principle that he was only entitled to charge for professional services rendered by him in his strict character of attorney and solicitor and conveyancer. He therefore disallowed all charges for work done and services rendered which might have been done by an executor himself in his lay capacity, such, for instance, as charges for attendances for the following matters:—Paying premiums on policies, transferring stock at the Bank of England, arranging with auctioneers as to sales, and making payments to legatees and to creditors. And these disallowances were upheld by the Master of the Rolls. "When," he said, "a solicitor is appointed executor, and is authorized to charge for his professional services, the court necessarily makes a distinction between those things which properly belong to his office of executor, and those which relate to his character of solicitor." Hence the solicitor-executor was only entitled to charge for matters in regard to which, had he been a lay-executor, he could properly have employed a solicitor. A similar decision was given by KAY, J., in *Re Chapple* (27 Ch. D. 584), where a testatrix directed that a solicitor, whom she appointed executor and trustee, should, notwithstanding his acceptance of "such offices, and his acting in the execution thereof, be entitled to make the same professional charges . . . for all business done by him, and all attendances, time and trouble given and bestowed by him in or about the execution of the trusts and powers of my said will, or the management of my trust estate, real or personal, as if he, not being himself a trustee or executor hereof, were employed by the trustee or executor." Here there was nothing to extend the solicitor-executor's right to remuneration beyond matters in which he might properly be professionally employed, and KAY, J., restricted his right accordingly; saying at the same time that it would require very clear words to induce him to accede to the contention that the solicitor was to be paid professional charges for everything which he did either as solicitor to the executors, or in his private capacity of executor.

Subsequently to 1860 and possibly before—the precedent books contain numerous attempts to extend the solicitor's right to remuneration beyond his charges for strictly professional work. He is to be allowed "usual professional and other charges," or he is to be paid for work done "whether strictly professional or not," or "for work which a trustee not being a solicitor would do personally." Thus the fifth edition of Pridaux, published in 1896, contains (vol. 2, p. 182) a clause as follows:

"Any trustee of these presents who may be a solicitor shall be entitled to charge, and shall be paid out of the said trust premises, for all business (whether strictly professional or not) done by him in relation to the said trust premises in the same manner as if he had not been a trustee."

A considerably more extensive form was introduced by Messrs. WOLSTENHOLME and TURNER in their earlier editions of *The Conveyancing Acts*. In the third edition (1883) it runs (p. 235):

"The said — and any other person to be hereafter appointed a trustee of these presents, who may be a solicitor and professionally employed in matters relating to the trusts of these presents, shall be entitled, and is hereby authorized, to retain and receive out of the

trust premises his usual professional costs and charges as well by way of remuneration for business transacted by him or his partner or partners personally or by his or their clerks or agents (including all business of whatever kind not strictly professional, but which might have been performed or would necessarily have been performed in person by a trustee not being a solicitor) as costs and charges out of pocket in the same manner as if the said — and any other such person as aforesaid had not been a trustee or trustees hereof, but had been employed and retained by the trustees hereof as solicitor in the matter of the trusts."

The important words in this form are those in brackets which we have italicised. They were referred to by KAY, J., in *Re Chapple (supra)*, and he remarked that no such words occurred in the will then before him. "I must say, however," the learned judge added, "that the form to which I have just referred is in my opinion one which no solicitor ought to put in its entirety into a will drawn by himself, unless the testator has expressly instructed him to insert those very words." Mr. WOLSTENHOLME's clause itself came up for adjudication in *Re Fish* (1893, 2 Ch. 413), and the Court of Appeal, including KAY, L.J., who took no further objection to it, held it to be effectual to enable the solicitor-trustee to charge for his time and trouble generally as well as for professional work. "I think," said KAY, L.J., "that the meaning and intention of the clause is to give the solicitor-trustee power not only to charge for work which is the proper work of a solicitor done for a client, but also to charge for work which he would be bound to do as trustee, or which he might do as trustee, and which would not properly be solicitor's work, as though it were professional work." And LINDLEY, L.J., too, held that the solicitor-trustee was entitled to charge "not only for his professional services, but for his trouble as a trustee."

Some years, however, before the decision in *Re Fish (supra)* Mr. WOLSTENHOLME had abandoned the form in question for the following, which will be found in the fourth edition (1885) of the Conveyancing Acts (p. 249), and which is retained in the last edition (the sixth, 1902) of Forms and Precedents (p. 126):

"That any trustee in the conduct of the trust business may, instead of acting personally, employ and pay an agent, whether being a solicitor or any other person, to transact all business and do all acts required to be done in the trust, including the receipt and payment of money; and that any trustee being a solicitor or other person engaged in any profession or business shall be entitled to be paid all usual professional charges for business transacted and acts done by him in connection with the trusts hereof, including acts which a trustee not being in any profession or business could have done personally."

The reference in the first part of this clause to receipt of money was introduced to avoid the inconvenience of trustees attending personally to receive purchase-money, as required by the decisions in *Re Bellamy* and *Metropolitan Board of Works* (24 Ch. D. 387) and *Re Flower and Same* (27 Ch. D. 592), an inconvenience which is now avoided by section 17 of the Trustee Act, 1893; but the clause may in other respects still be effectual to extend the powers of trustees to employ agents. The latter part of the clause is apparently intended to give in more concise form the same right of remuneration as was given by the earlier form, and probably, in spite of the decisions subsequent to *Re Fish*, it can be relied on to have that effect. The words "usual professional charges," which at first sight seem to limit the charges to such as are made for strictly professional work, did not have this effect ascribed to them in *Re Fish*, when they occurred in the earlier form; and the words "including acts which a trustee not being in any profession or business could have done personally" are equivalent to those which formed the basis of the decision in *Re Fish*. At the same time this form has not the advantage of actual judicial sanction, and the words "usual professional charges" are not so clear as "professional and other charges." This improvement occurs in the form in the latest edition of Pridaoux (18th ed., 1900, vol. 2, p. 593), which in other respects is practically the same as Mr. WOLSTENHOLME's later form.

With the later clause of Mr. WOLSTENHOLME's which we have just quoted should be compared the clause which has been recently approved by the Council of the Incorporated Law Society:

"It is hereby declared that the executors or executor, or trustees or trustee, for the time being may, instead of acting personally, employ and pay a solicitor or any other person to transact any business or do any act of whatever nature required to be done in the

executorship or trust, including the receipt and payment of money. And, further, that any executor or trustee hereunder, being a solicitor or other person engaged in any profession or business, may be so employed, or being a sole executor or trustee may so act; and shall be entitled to charge and be paid for all work done and time expended by him or his firm in relation to the executorship or trust, including acts which a trustee not being in any profession or business could have done personally."

Optional words are added which are meant to preclude a double set of payments where there is more than one trustee entitled to the benefit of the clause. The noticeable feature in the clause is that it omits entirely the reference to "professional charges," and gives the professional trustee a right to be paid generally for "all work done and time expended." On the other hand, it seems to restrict the right of payment to cases where the solicitor-trustee (unless he is a sole trustee) is actually employed by his co-trustees. In this respect it accords with the recent decision of KEKEWICH, J., in *Re Devereux* (46 SOLICITORS' JOURNAL, 308, 320), which will be noticed subsequently. It retains the important words "including acts which a trustee not being in any profession or business could have done personally," which are essential in order to get the benefit of the decision in *Re Fish (supra)*.

(To be continued.)

Circumstantial Evidence.

THE original edition of WILLS on Circumstantial Evidence was published in 1838. An extract from the preface, reprinted in the present edition,* shows that the author wrote from Edgbaston, Birmingham, and the preface to the present volume recalls that he was for many years a solicitor in large practice in that town. It is a happy fortune which has placed the task of revising the work in the hands of one so peculiarly fitted for it, as well by the ripe experience and sound wisdom which are the outcome of a long and honourable judicial career as by the ties of relationship. The text, says Mr. Justice WILLS, in the present preface, has been most carefully revised and reconsidered throughout, but in substantial matters very little has been altered. "The additional matter . . . consists largely of illustrations of the principles laid down in the text drawn from cases of a later date than that of the last edition. In some of them I have been engaged as counsel, some I have tried as a judge, some I have gathered from the relation of friends upon whom I could depend. The rest have been found for me in the Old Bailey Sessions papers, in the Times, or other contemporary records."

The book opens with a masterly exposition of the principles which govern evidential proof, and in particular proof by the species of evidence which forms its special subject. Distinction is drawn between that absolute certainty which is the result of mathematical demonstration, and which ceases to be obtainable when we leave abstractions and deal with events and things. All that is then possible is moral certainty, which is here defined as "that full and complete assurance which induces a sound mind to act without doubt upon the conclusions to which it naturally and reasonably leads." It is this state of certainty which should exist in the minds of a jury before they arrive at a verdict of guilty, and if the evidence does not enable them to act "without doubt," the accused person is, according to our jurisprudence, to be treated as innocent. It is one of the singularities of the human mind that under any system of jurisprudence a contrary result should be possible, but a note at p. 31 records that at Berne, in 1842, a man accused of murder by poisoning was sentenced to six years' imprisonment as "vehementement suspect." Equally absurd is the practice, which the author states to have prevailed in many countries whose criminal procedure was founded on the civil law, of laying undue stress on the confession of the accused so as to decline to accept his guilt in the absence of confession. Reference is made to a German case where the crime of murder by poisoning was considered as not fully proved because the prisoner would not confess, but on account of the strong probability of his guilt he was condemned to fifteen years' imprisonment.

Of course it is well known that, though confession is in general sufficient to warrant conviction of a crime, where there is independent evidence of the crime having been committed, it is by no means always reliable. An example is quoted in Lord CLARENDON's account of the confession of the Frenchman HUBERT, who, after the fire of London, stated that he had set the first house on fire and had been hired in Paris a year before to do it. "Though," says the historian, "the Lord Chief Justice told the King that 'all his discourse was so disjointed

* An Essay on the Principles of Circumstantial Evidence, illustrated by Numerous Cases. By the late WILLIAM WILLS, Esq., J.P. Edited by his son, Sir ALFRED WILLS, Esq., one of His Majesty's Judges of the High Court of Justice. Fifth Edition. Butterworth & Co.

he did not believe him guilty,' yet upon his own confession the jury found him guilty, and he was executed accordingly." And he adds, "Though no man could imagine any reason why a man should so desperately throw away his life, which he might have saved though he had been guilty, since he was accused only on his own confession, yet neither the judges nor any present at the trial did believe him guilty, but that he was a poor distracted wretch, weary of life, and chose to part with it this way." The incident is a curious example of the callousness which may affect the administration of justice, treating it as a mechanical thing to be operated according to certain rules, without regard to the intrinsic rightness of the result. The extreme limit was reached, it may be supposed, in the case of the judge—Italian, we believe—who, after being an eye-witness of a murder, himself presided at the trial and conviction of the wrong man, being actuated by the idea that his position precluded him from giving evidence.

The proper subject-matter of the book covers very nearly the whole field of evidence as applied in criminal courts. Circumstantial evidence, the author maintains, is of a nature identically the same with direct evidence. "The distinction is, that by direct evidence is intended evidence which applies directly to the fact which forms the subject of inquiry, the *factum probandum*; circumstantial evidence is equally direct in its nature, but, as its name imports, it is direct evidence of a minor fact or facts incidental to or usually connected with some other fact as its accident from which such other fact is therefore inferred." The substantial difference is that in cases of direct evidence, the judgment of the mind as to the guilt of the accused person follows at once on hearing the evidence, provided it is accepted; in cases of circumstantial evidence, the mind has to take the further step of reasoning from the facts proved to the further fact of guilt. The guilt is a matter of inference, and before this inference is drawn it has to be considered whether it is necessary; or, in other words, whether the facts proved can be explained on any other hypothesis than the guilt of the accused. It is this interval between the facts proved and the final fact of guilt that constitutes the distinction between direct and circumstantial evidence, and which, as the author admits, makes evidence of the latter kind in its nature less cogent; and he refers in this connection to the caution once given by Baron ALDERSON: "It was necessary to warn the jury against the danger of being misled by a train of circumstantial evidence. The mind was apt to take a pleasure in adapting circumstances to one another, and even in straining them a little, if need be, to force them to form parts of one connected whole; and the more ingenious the mind of the individual, the more likely was it, in considering such matters, to overreach and mislead itself, to supply some little link that is wanting, to take for granted some fact consistent with its previous theories and necessary to render them complete": *Reg. v. Hodges* (2 Lewin C. C. 227).

But after making all due allowance for the inferiority of circumstantial as compared with direct evidence, the majority of cases have to be decided upon evidence of the former kind, and the present volume contains a fund of well-arranged information, supported continually by actual examples, as to the various forms which circumstantial evidence assumes. The concluding section of the book gives a series of instances in which the effect of circumstantial evidence has been specially striking. One of the most interesting is the case of *Reg. v. Richardson*, taken from Burnett's Criminal Law of Scotland, which occurred in 1786.

A young woman who lived with her parents in a remote district of Kirkcubright was one day left alone in the cottage. The parents, on returning home a little after midday, found her murdered, with her throat cut in a shocking manner. On opening the body it was found that she had been pregnant, and upon examination of the ground about the cottage footsteps were discovered of a person who had seemingly been running hastily from the cottage by an indirect road through a bog in which there were stepping-stones. It appeared, however, that in his haste he had slipped with one foot into the mire. The prints of the footsteps were accurately measured, and an exact impression taken of them. Along the tracks of the footsteps drops of blood were discovered. Not the slightest suspicion at first attached to any particular person, nor was it suspected with whom the girl had been intimate. At the funeral a number of persons attended, and the "steward-depute" conceived that the murderer would probably be present in order to avoid suspicion. Accordingly, after the burial, he detained all the men, some sixty in number, and had the shoes of each taken off and measured. The parish schoolmaster had a bad quarter of an hour, for one of his shoes pretty nearly fitted the impression, but on closer examination it was found to be pointed at the toe, whereas the impression of the footstep was round. Not till nearly the whole of the men had been examined was a shoe found which corresponded exactly with the impression in dimensions, shape of the foot, and the number and position of the nails. This clue being discovered, it was speedily followed up by others which led to the conviction of WILLIAM RICHARDSON, the owner of

this shoe. His defence was that he was occupied in the morning at his master's work, but it appeared that he had absented himself for half-an-hour, which would enable him to commit the murder. Before his execution he confessed the deed. The learned editor has also included in this section an account of the Yarmouth murder case in 1900, which has been revised by the Lord Chief Justice, who presided at the trial—*Reg. v. Bennett*—in February, 1901. Here also a slight matter—the identification of a mark on the clothes of the deceased with the mark used at a particular laundry at Bexley—gave the clue which led to the accumulation of the great mass of circumstantial evidence upon which the accused was convicted.

Poisoning cases and cases depending on proof of handwriting naturally afford instructive examples of circumstantial evidence, and among cases of the former kind, which are referred to at length, are those of PALMER and MADEIRA SMITH. The latter is a remarkable instance of the prisoner obtaining the benefit of the doubt. Handwriting cases are illustrated by the Matlock Will case (*Cresswell v. Johnson*, 1864), and *Horne v. Burchardt* (1891), in the former of which the learned editor assisted as counsel and in the latter as judge. "They are," he says in the preface, "distinguished by one very curious circumstance which I do not remember to have seen or heard of in any other instance. In each the question in the cause was whether certain documents were forgeries. In each it turned out that a single stroke of the pen afforded an absolutely infallible test of the genuineness of the documents in question. In each case the indication had escaped the observation of the experts, and I was fortunate enough to discover it." With this interesting reminiscence we must leave a book which has the merit of being at the same time of great value to the criminal lawyer and of absorbing interest to the general reader. A note at p. 236 shows that Mr. Justice WILLS has received from a reliable source two receipts for the concoction of *alibis* so as practically to defy detection, but "he hesitates to put into print anything which could help to suggest the means of success in such an enterprise." We are willing for the entertainment the book has given us to pardon this implied slur upon its readers.

The Late Mr. Casson.

THE death, announced elsewhere, of Mr. HENRY CASSON, of 4, Stone-buildings, Lincoln's-inn, one of the Conveyancing Counsel of the Chancery Division, creates a gap in the ranks of conveyancers not readily to be filled, and his loss will be widely felt by practitioners whose business involves dealings of magnitude or complication with real property. Mr. CASSON was called to the bar at the Inner Temple in 1856, and was throughout his career associated with conveyancing practice, first as pupil of the late Mr. CHARLES (afterwards Vice-Chancellor) HALL, later assisting Mr. HALL in dealing with that gentleman's colossal practice, and soon himself acquiring a large business, which continued undiminished down to his death, in spite of legislative changes tending to reduce the volume of conveyancing work generally. Upon questions of real property law few opinions carried greater weight than those of Mr. CASSON. As a draftsman he was clear in expression and consistently accurate, and in all matters of conveyancing practice his wide experience enabled him to speak with authority.

Natural ability and his great industry would in any case have brought Mr. CASSON to the front rank, but he himself never tired of declaring what he owed to the teaching of Mr. HALL. When Mr. HALL was raised to the bench in 1873, Mr. CASSON succeeded him as Conveyancing Counsel to the Court, and acquired during his long tenure of that post, following on the years during which he had assisted Mr. HALL, a vast experience of the conveyancing practice of the court, the trait of which he was always ready to place at the disposal of those who sought his help. Mr. CASSON also succeeded Mr. HALL as Conveyancing Counsel to the Metropolitan Board of Works, and later filled a similar post to the London County Council, and he became adviser of the Ecclesiastical Commissioners in conveyancing matters. His knowledge of the working of the Lands Clauses Act, and the compulsory taking of land by public bodies, was perhaps unique, and it is to be regretted that he never gave to the profession the benefit of his knowledge in the form of a book on those subjects; but a laborious practice left little time for such work, and those who knew his character best may think that his high standard of thoroughness would under any circumstances have deterred him from legal authorship. To some extent, therefore, his knowledge is lost with him, but he was a conspicuously capable teacher, as the succession of pupils in his chambers testified, and there must be many who owe much of their legal knowledge to his training.

Only those who knew Mr. Casson in private life can fully appreciate his exemplary character, but the many who sought his advice, always freely given in difficulties, will remember him with gratitude as a wise counsellor and trusted friend. He was a genial

companion, and a generation now passing away may think of him as a cricketer (he played for Cambridge, though not at Lords), a skater (for many years honorary secretary of the London Skating Club), and a golfer before golf was a suburban game, and not only as a conveyancer.

Reviews.

Conveyancing Precedents.

KEY AND ELPHINSTONE'S COMPENDIUM OF PRECEDENTS IN CONVEYANCING. SEVENTH EDITION. By Sir HOWARD WARBURTON ELPHINSTONE, Bart, M.A., one of the Conveyancing Counsel of the Court, WILLIAM HEW COLTMAN, B.A., and ARTHUR DICKSON, LL.B., Barristers-at-Law. IN TWO VOLUMES. Sweet & Maxwell (Limited).

If we are late in noticing this edition of a work which has attained a great reputation, it has been owing to our desire to test in practice both the new form of the work and its contents. It now appears on thin, but tough paper, with the result that the volumes are greatly diminished in thickness and are much more portable. The paper is opaque and gives no trouble from the next page shewing through, and is at the same time strong. We think, therefore, we must describe the change as an improvement. We must confess, however, as a user of Key and Elphinstone from the earliest period, that we have a strong liking for the shape and size in which it originally appeared, and we should be glad if the use of thin paper enabled a return to be made to the old size. You could carry the volume about in your bag.

The changes in the substance of the book, as regards the precedents, are not very numerous, but the work is kept up to modern requirements. Thus there has been added to the head of "Agreements" a precedent of an agreement for the supply of electric light, framed with regard to the Board of Trade regulations and the Electric Lighting Acts, 1882 and 1888. The precedent is neatly drafted, but it makes the company supplying the light master of the situation, and we think that the editors' note, that "sometimes the consumer stipulates that no change should be made in the pressure of the supply," should read "the consumer should always stipulate," &c. Again, to the valuable head of "Conditions of Sale" there has been added a form of conditions of sale by tender. Under Agricultural Leases, the editors have very properly omitted some of the forms on the ground that they are rarely required. One of the most important additions in the first volume is a form of conditions of sale of a building estate in small lots, which, however, we think is hardly in place among the "Miscellaneous Precedents." It is a complete and satisfactory form for cases in which the purchase-money is to be paid by instalments, and it is followed by forms of conveyances of plots forming part of a building estate. There is also added to these "Miscellaneous Precedents" an ingenious form of mortgage, made before conveyance of unregistered land in a district where registration is compulsory, with the object of avoiding the delays of the Land Registry. And in the second volume there are added forms for enabling the donee of a power of sale under a mortgage or a settlement to create and sell a rent-charge before selling the land, which will be useful in Lancashire. It will be seen that, as regards the precedents, the editors have been careful to keep them up to the requirements of practitioners.

It is to the notes, however, in this edition that we desire to draw special attention. Not only are they eminently practical and informing—approaching more nearly to that model of notes, Davidson's Conveyancing, than any other work with which we are acquainted—but they are carefully brought down to date, both as to decisions and suggestions. We commend the "Note on the Settled Land Acts," at p. 475 of Vol. I., to the consideration of our readers. We think that a more luminous and masterly exposition of the effect of the Acts could not be imagined.

It is hardly necessary to say that, in our opinion, the present edition will enhance the reputation of the work. There are still, however, some respects in which an improvement might be effected. The separate forms of clauses do not always correspond with the clauses relative to the same matters in the complete precedents; the separate forms are not always conveniently arranged—we have never, for instance, been able to understand why the forms of recital of death and probate do not follow the forms of recital of wills, and there are some other instances of the same thing. If the separate clauses were carefully revised and rearranged, an improvement would be effected even in this most satisfactory book.

The Law of Companies.

A TREATISE ON THE LAW OF COMPANIES, CONSIDERED AS A BRANCH OF THE LAW OF PARTNERSHIP. By the Right Hon. Lord LINDLEY, a Lord of Appeal in Ordinary. SIXTH EDITION.

By the Hon. WALTER B. LINDLEY, Barrister-at-Law. IN TWO VOLUMES. Sweet & Maxwell (Limited).

The editor of this standard work on company law reminds us in the preface that thirteen years have passed since the issue of the previous edition. It requires but a slight acquaintance with the subject to realize the importance of the new law—statute and case law—which has accumulated within that period, and which has been carefully incorporated in the present edition. Among decisions there have been—to mention only two of the most noteworthy—*Derry v. Peek* (38 W. R. 33, 14 App. Cas. 337), which, so far as misrepresentation is concerned, put an end to the equitable doctrine of constructive fraud, and evoked in its place the Directors' Liability Act, 1890; and *Salomon's case* (45 W. R. 193; 1897, A. C. 22), which sanctioned the introduction of limited liability for private traders in the form of one-man companies, a result which the Legislature impliedly approved by refraining from modifying it by the Companies Act, 1900. Of statute law, in addition to the enactments just mentioned, there has been the Companies (Winding-up) Act, 1890. These changes, if they cannot be said to have touched the foundations of the system of limited liability introduced by the Companies Act, 1862, have profoundly affected the various stages of the commencement, working, and winding up of a company, and it is essential that they should be readily accessible in any work on which the practising lawyer relies for guidance.

The present work treats of company law in four books—the first is devoted to the formation of companies and the allotment of shares; the second to the rights and obligations of companies as regards non-members; the third to the rights and obligations of members of companies between themselves; and the fourth to the dissolution and winding up of companies. The first book has given considerable scope for new matter in regard to the provisions of the Act of 1900 relating to the allotment of shares and the issue of prospectuses, and, in spite of changes in the law, the useful summary of the various cases in which shareholders have or have not been held entitled to repudiate their shares on the ground of fraud, with the various sub-divisions which make the summary easy of reference, has been retained. The most important feature, perhaps, in the second book is the re-statement of the law with regard to debentures, a portion of the subject which has of course required very careful revision, and to which we gather the editor has devoted special attention. The section now contains a useful and concise exposition of the law, and it deals lucidly with the peculiarities of the debenture as a floating security. The common form of judgment in a debenture-holder's action, which was settled in *Doune v. Wolverhampton District Brewery (Limited)* (W. N. 1899, 229), has been inserted at p. 337. The third book contains numerous matters of great practical importance. Recent decisions and legislation have settled the law as to the issue of capital, and while it is firmly established that shares cannot be issued at a discount, the Act of 1900 has abolished the injustice that was frequently attendant on the operation of section 25 of the Act of 1867. The issue of shares and the liabilities of shareholders are dealt with in the practical manner which characterizes the work generally, and of which a further instance will be found in the discussion of the cases on the payment of dividends after the loss of capital. This is a matter in which the judgments of Lord Lindley himself have been very influential.

A large part of the second volume is taken up with the text of the statutes and rules, matter which it is essential to include to preserve the utility of the book; and we may call attention to the very full table of cases and index. The former contains references to all the current series of reports, and its compilation, which has been undertaken by Mr. F. C. Phillips, in the employ of the publishers, must have been a task of great labour. The treatise in the present edition will be very useful, both to the profession and to business men generally.

The Law of Minerals.

THE LAW OF COAL, COAL MINING, AND THE COAL TRADE, AND OF THE HOLDING, WORKING, AND TRADING WITH MINERALS GENERALLY. By JOHN HENRY COCKBURN, Solicitor, Honorary and Yorkshire Law Society's Prizeman, 1891. Stevens & Sons (Limited).

Mr. Cockburn justifies by statistics the leading place which he assigns to coal in this important and comprehensive work. Out of 286 millions of minerals raised in the United Kingdom in 1900, 235 consisted of coal; and of an aggregate value at the mines of 136 millions sterling, coal accounted for 132 millions. The figures as to workmen employed are in a similar proportion. The total employed at mines worked under the various statutes was 908,412; those employed at mines worked under the Coal Mines Regulation Acts was 780,032. A matter which occupies so large a place in the industrial life of the

country has naturally gathered round itself a great mass of law, and Mr. Cockburn has undertaken a useful, and at the same time a very laborious task, in expounding it. We have referred to his work as comprehensive, and a glance at the contents will justify the term. After giving, in tabular form, a statement of the various judicial interpretations which have been placed on "mines" and "minerals," he deals in Chapter II. with persons concerned with mines and mining, their powers, rights, and liabilities; in Chapter III. with the various classes of lands in which mining may be carried on; in Chapter IV. he explains dealings with mines and minerals, and in particular with mining leases; Chapter V. is devoted to the incidents of mining, such as the right of support, rights of water, way-leaves, &c.; Chapter VI. states the statutory provisions regulating mines; Chapter VII. deals with rates, taxes, and duties; and Chapter VIII. takes up the incidents attached to the severing and trading in coal, including the Sale of Goods Act, 1893, as applied to minerals, the carriage of minerals by railway or canal, and the carriage of minerals by sea.

The above survey indicates the great extent of ground which Mr. Cockburn has essayed to cover, and he has shirked none of the trouble which such a task involves. He points out in the preface that the number of cases, the effect of which he states, has left no space for technical discussion of doubtful and conflicting decisions, and we are not sure that this would have added to the utility of the work. The lawyer who is concerned with mining law will be sufficiently grateful for the very full guidance Mr. Cockburn gives in referring to case-law, and for the practical information and suggestions with which the work abounds. In this respect the author has the great advantage of practising in one of the leading mining districts. To turn to one section of the work in particular—that dealing with mining leases—we note that sufficient is said of the general law of landlord and tenant to lay a foundation for the subject, while the special incidents of mining leases, and the reasons which exist for their various provisions, and the points to be attended to on either side in negotiating a mining lease, are all stated with admirable clearness and precision. Considerable light is thrown on the subject by references to the Mining Royalties Report of 1890. In the concluding chapter a section is devoted to trade unions and trade disputes, in which prominence is given to the recent important decisions on these matters. The work is likely to rank as a standard authority on the law of mining, and we congratulate the author on so successful an outcome of his labours.

The Yearly Practice.

THE YEARLY SUPREME COURT PRACTICE, 1903: BEING THE JUDICATURE ACTS AND RULES, 1873 TO 1902, AND OTHER STATUTES AND ORDERS RELATING TO THE PRACTICE OF THE SUPREME COURT, WITH THE APPELLATE PRACTICE OF THE HOUSE OF LORDS. WITH PRACTICAL NOTES. By M. MUIR MACKENZIE, B.A., a Benchor of the Middle Temple; S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law; and JOHN CHARLES FOX, a Master of the Supreme Court; assisted by A. C. MCBARNET, B.A. and ARCHIBALD READ, B.A., of the Inner Temple. IN ONE VOLUME. Butterworth & Co.

The Yearly Practice has now established its position as a convenient statement of the rules and practice of the Supreme Court, and the edition before us has been carefully revised so as to incorporate the changes which have been made in the course of the past year. Under the new rule 27 (29) of R. S. C. ord. 65, directing the taxing-master on a taxation to allow "all such costs, charges, and expenses as shall appear to him to have been necessary or proper for the attainment of justice," &c., a note is given in the following terms: "Not only is the discretion of the taxing-master greatly increased by the new rule, but it practically gives to a winning litigant an indemnity for all costs incurred, subject, however, to the limitations mentioned in the latter part of the rule." This is certainly the apparent object of the rule, but we should have been glad if the writer of the note had stated whether, in fact, this is the result of present taxations. A reference is given to the ruling of Kekewich, J., in *Re Bradshaw* (1902, 1 Ch., p. 450) that a direction for taxation "as between solicitor and client" is still necessary where such costs are to be allowed. It is not clear that this is consistent with the statement quoted above. The changes made in the pleading rules by the new rules which have just come into operation are duly noted, and a much-needed adjustment of the R. S. C. to the practice under the summons for directions has been effected. The blue colouring which edges the part of the book devoted to the R. S. C. gives a very convenient way of distinguishing it both from the Judicature Acts, which in consolidated form occupy the first part of the volume, and from the forms and Supreme Court Fund Rules, which, with other incidental matter, are placed last. Altogether the volume is calculated to answer very efficiently the practitioner's needs.

The Licensing Act, 1902.

THE LICENSING ACT, 1902: A PRACTICAL GUIDE TO ITS PROVISIONS; INCORPORATING TEXTUALLY OR BY EASY REFERENCE ALL ACTS AND FORMS NECESSARY TO ITS INTERPRETATION AND EXECUTION. WITH BRIEF EDITORIAL NOTES, BLANK PAGES FOR ANNOTATIONS, AND A COMPREHENSIVE INDEX. By HENRY LINDEN RILEY, Solicitor. James Cornish & Sons, Liverpool.

THE LICENSING ACT, 1902, AND THE INTOXICATING LIQUORS (SALE TO CHILDREN) ACT, 1901. WITH EXPLANATORY NOTES, PRECEDED BY AN INTRODUCTION DESCRIBING THE LAW WITH REGARD TO "OFF" LICENCES. By GEORGE CECIL WHITELEY, Barrister-at-Law. Stevens & Haynes.

THE LICENSING ACT, 1902. WITH AN EXPLANATORY TREATISE SPECIALLY COMPILED FOR GENERAL AS WELL AS PROFESSIONAL USE. FULL TEXT OF THE ACT, VARIOUS EXTRACTS FROM OTHER STATUTES, AND AN INDEX OF OVER ONE HUNDRED REFERENCES. By GEORGE HIME and WILLIAM RICHARD LAMB, Solicitors. Simpkin, Marshall, & Co.

HANDBOOK ON THE NEW LICENSING ACT, 1902. WITH EXPLANATORY NOTES, INDEX, &c. By M. ROBERTS-JONES, late Barrister-at-Law, now Solicitor. Tudor Printing Works, Cardiff.

In two months that very important Act, the Licensing Act, 1902, will come into operation, and as might be expected in the case of an Act of such widespread interest, its advent has produced a crop of handbooks for the guidance of those lawyers and others whom the changes in the law will most affect. Some of these are mentioned above; and it may be said at once that any one of them will probably be found useful to any person desiring to acquire a knowledge of the Act, and if used along with any of the standard books on licensing which have not yet incorporated the new Act, will be useful in practice when the Act comes to be put in force.

Mr. Riley's book is distinguished from the others by being printed on large paper with blank pages for manuscript annotation. The notes are well written and practical, and will undoubtedly prove useful. The author has taken a new departure in law-book writing by opening his work with a comic introduction, addressed facetiously to the "N. or M." of the Church Catechism. It will perhaps serve to amuse the article clerks in the purchaser's office, and does not either add to or detract from the merits of a little book which the author hopes to bring out as an annual.

Messrs. Hime and Lamb's work consists of a plain and useful summary of, and short explanatory treatise on, the Act, followed by the text of the Act without notes. To the person not well acquainted with licensing law, or the non-professional man, this will be found the best of the four for the purposes of obtaining a general view of the purpose and effect of the new Act.

Mr. Roberts-Jones's treatise is a very small book, consisting simply of the text of the Act, with a few useful notes and an index.

Without detracting in any way from the merits of these three books, it must be said that Mr. Whiteley's work stands on a higher level as a law book than any of them, and will be found the most useful by the practitioner. The author is also the author of the standard work, *Whiteley's Licensing Laws*, the first edition of which was published in 1874 and the third last year. This little book is in the nature of a supplement to the larger work, and the two together will supply a complete text-book on the subject of licensing. The introduction is a short but useful treatise on the changes effected by the new Act. This is followed by the text of the Act, with excellent notes containing many references to decided cases and to other statutes. To those who know the larger work, probably the author's name will of itself be sufficient to recommend this supplementary volume, which serves to bring the first-mentioned book up to date.

The English Reports.

THE ENGLISH REPORTS. VOL. XXI.: CHANCERY I., CONTAINING CARY; CHOYCE CASES IN CHANCERY; TOTHILL; DICKENS; REPORTS IN CHANCERY, VOLS. I. TO III.; NELSON; AND EQUITY CASES ABRIDGED. VOL. I. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

With the twenty-first volume of this work we reach the Chancery Reports; but, sad to say, in place of the blue livery we had hoped for, they appear in binding of a colour which nearly approaches to that of rotten eggs. There are more disadvantages connected with the adoption of this shade than the mere matter of taste. The gilt lettering on the back even now is not easy to read, and when it fades—as fade it must with use—it will become almost illegible. We have here in one volume Cary's Reports; Choyce Cases in Chancery; Tothill and Dickens' Reports; Reports in Chancery; Nelson and vol. 1 of Equity Cases Abridged. The notes on the cases reported or stated in those venerable tomes are few; no doubt they will be better appended to decisions of more modern date.

Books Received.

Digest of Cases Decided under the Workmen's Compensation Acts, 1897 and 1900, in the House of Lords, Courts of Appeal in England and Ireland, Divisional and High Courts in England, and Court of Session in Scotland, down to the end of August, 1902, with the Acts Annotated and Indexed. By MAX. A. ROBERTSON, Barrister-at-Law, and A. T. CLEGG, Advocate. Stevens & Sons (Limited).

The Law of Land, including Natural and Acquired Rights and the Rights and Obligations Arising Out of the Use and Enjoyment of Land. By H. S. THEOBALD, M.A., one of His Majesty's Counsel. William Clowes & Sons (Limited).

Workmen's Compensation Cases, being Reports of Cases Decided under the Workmen's Compensation Acts, principally taken from the Law Times Reports and the Times Law Reports. Vol. IV. Edited by R. M. MINTON-SENHOUSE, Barrister-at-Law. William Clowes & Sons (Limited).

Correspondence.

Land Transfer.

[To the Editor of the Solicitors' Journal.]

Sir.—The Northamptonshire County Council have been considering the expediency of adopting in the county of Northampton the new system of compulsory registration of title under the Act of 1897, and at their meeting on the 23rd inst., after a long discussion, they decided, without a division, not to allow the Act to be put in force. As the system is at present confined to London, it is noteworthy that the first attempt thus made to extend the system to a second county has signally failed.

The explanation is very simple. The Act was passed as an experiment, to be tried in one county only for three years—a period that expired last December. Ignoring the many proofs now available that the new system differs totally from any in existence in other countries, and that it adds grievously to the difficulty, expense, and risk of property dealings in London, the authorities have persistently refused to grant the inquiry that was to have followed the three years' trial. It is clear the public already suspect that palpable anxiety to evade an inquiry would not exist if the new red-tape system really possessed any of the merits claimed for it by its sponsors.

As it is obvious that no county outside London will now be rash enough to adopt the Act, the authorities are remitted to the alternatives of either resting content with having brought the system into operation in one county—London—or submitting to an inquiry, however painful this may prove to the horde of officials that the Act has already brought into existence.

J. S. RUBINSTEIN.

5, Raymond-buildings, Gray's-inn, London, W.C., Oct. 27.

Points to be Noted.

Conveyancing.

Condition Limiting Time for Sending in Requisitions.—The ordinary condition of sale limiting a time within which the purchaser is to send in his requisitions does not apply where the requisition goes to the root of title; but it does apply where the requisitions are not as to the root of title, but as to its subsequent devolution. Hence, on a purchase of leaseholds, a requisition that the legal estate was not shown to have passed on dealings with the property made after the specified time was held to be excluded by the condition.—*PRYCE-JONES v. WILLIAMS* (Joyce, J.) (50 W. R. 586; 1902, 2 Ch. 517).

Keeping a Mortgage Alive by Payment of Interest.—Where land which is subject to a mortgage has been sold to a purchaser, who takes a conveyance and enters into possession without knowledge of the mortgage, the mortgage will be kept alive by payment of interest, not only by the mortgagor who is liable to pay, but also by a third person who, as between himself and the mortgagor, is bound to pay, although he is not under any direct liability to the mortgagee.—*BRADSHAW v. WIDDRINGTON* (C.A.) (50 W. R. 561; 1902, 2 Ch. 431).

Clog on the Equity of Redemption.—Any stipulation in a mortgage for the benefit of the mortgagee, which will interfere with the mortgagor's ownership of the property after he has exercised his right of redemption, is, to the extent of such interference, void as being a clog upon the equity of redemption. Hence where an advance was made of £5,000, repayable on thirty days' notice on either side, on the security of £30,000 of debenture stock, with an option for the lender to purchase the whole or part of the stock at

40 per cent. at any time within twelve months, the option was a clog on the equity of redemption and was void.—*JARRAH TIMBER, & CO., CORPORATION v. SAMUEL* (Kekewich, J.) (50 W. R. 601; 1902, 2 Ch. 479).

Company Law.

Directors' Liability Act, 1890—Contribution.—In section 5 of the Act the words "has become liable" do not mean that judgment has been actually recovered against a director; he may, on being sued, issue a third-party notice to recover contribution under the section; which clearly means, that with reference to the class of tort and the class of individuals referred to in the Act, the rule that there is no contribution as regards tortfeasors is not to apply.—*GERSON v. SIMPSON* (C.A., Oct. 24), reported elsewhere.

Prospectus—Contracts.—Notwithstanding the repeal of section 38 of the Companies Act, 1867, having regard to section 10, subsection 1 (k), of the Companies Act, 1900, it is not safe to omit to mention either a contract which has been cancelled by a subsequent contract, or the cancellation contract. *Quere*, whether the decision will be affirmed on the appeal which is now pending.—*BROOME v. SPEAK* (Buckley, J., April 30) (71 L. J. Ch. 1902).

Surrender of Shares.—Although a surrender of shares amounting to a reduction of capital, if made without the sanction of the court under the Companies Acts, 1867 and 1877, cannot be legally effected unless under circumstances which would justify a forfeiture of the shares, nevertheless the surrenderor in such a case may obtain from the court an order restoring his name to the register, if the shares have not been in some way dealt with by the company—*e.g.*, by re-issuing them.—*BELLERBY v. ROWLAND & MARWOOD'S STEAMSHIP CO.* (C.A., May 6) (1902, 2 Ch. 14).

Shares—Issuing at a Premium—Underwriting—Options.—There is no law which obliges a company to issue its shares above par because they are saleable at a premium in the market. As consideration for a person underwriting its shares, a company may legally agree to let him have other shares at par at or before some future date. *Quere*, whether *Burrows v. Matabele Gold Reefs, &c.*, Cb. (1901, 2 Ch. 23) is not merely distinguished by the House of Lords. It is not expressly overruled.—*HILDER v. DEXTER* (H.L., Aug. 5) (71 L. J. Ch. 781).

Income Tax—Foreign Investments.—The tax is not chargeable upon interest arising and paid abroad in respect of foreign securities of an English company unless such interest is actually remitted to the United Kingdom.—*GREHAM LIFE ASSURANCE SOCIETY v. BISHOP* (H.L., May 16) (1902, A. C. 287).

Secretary's Certification of Shares—Equitable Deposit.—If a company—as is usual—permits its secretary to certify transfers of shares, it is not thereby stopped from denying that the certificates of the shares mentioned in the transfers were lodged with the transfers. The company only authorizes the secretary to give a receipt for share certificates which are actually lodged in the office. A good equitable charge may be created by the deposit of share certificates.—*GEORGE WHITCHURCH (LIM.) v. CAVANAUGH* (H.L., Aug. 5) (1902, A. C. 117).

Articles of Association Unsigned but Acted On.—Shareholders of a company may adopt articles of association which have been irregularly registered (*e.g.*, when not signed as required by statute). The statutory mode of adopting articles (other than those which are filed on the registration of the company) is by special resolution; but this is only machinery for securing the assent of the shareholders or a sufficient majority of them. By acquiescence and agreement of the shareholders, shown by a long course of dealing, a set of provisions may become a company's articles of association "as surely as if they had been formally adopted by special resolution."—*HO TUNG v. MAN ON INSURANCE CO.* (P.C., Nov. 30, 1901) (1902, A. C. 232).

Criminal Law.

Fraudulent Bankrupt.—A trustee who prosecutes the debtor for offences against the bankruptcy laws will not be allowed the costs of the prosecution out of the estate unless he has been ordered by the court to prosecute.—*RE HOWES, EX PARTE WHITE* (1902, 2 K. B. 290).

Conspiracy.—Where one of three persons jointly indicted for conspiracy pleaded guilty and the other two were acquitted; *Held*, that judgment passed on the one who pleaded guilty was bad, and could not stand.—*REX v. PLUMMER* (1902, 2 K. B. 339).

Rule Against Justices.—A motion for a rule against justices under 11 & 12 Vict. c. 44, s. 5, similarly to a motion for a mandamus proper, cannot be made except by counsel.—*EX PARTE WALLACE* (1902, 2 K. B. 488).

The ratifications exchanged at London, on the 25th of June, 1902, of the declaration signed at London, on the 26th of June, 1901, amending article 11 of the treaty of the 3rd of December, 1873, between the United Kingdom and Austria-Hungary for the mutual surrender of fugitive criminals have been issued as a Blue Book.

New Orders, &c.

The Licensing Act, 1902.

(2 Ed. 7, c. 28, s. 25.)

REGISTER OF CLUBS.

I hereby prescribe the following Form of Register of Clubs under Part III. of the Licensing Act, 1902.

A. AKERS-DOUGLAS,

One of His Majesty's Principal Secretaries of State.
Whitehall, 16th October, 1902.

REGISTER OF CLUBS

in the { Petty Sessional Division } of
Borough

in the county of

in which Intoxicating Liquor is supplied to Members or their Guests.

Register in form prescribed by the Secretary of State to be kept in pursuance of section 25 of the Licensing Act, 1902 (2 Ed. 7, c. 28).

Facilities for inspection of Register. Sub-section (5) of the above quoted section enacts that:—

The clerk to the justices shall keep the register of clubs corrected up to date in accordance with the returns furnished by the secretaries, and the register shall, at all reasonable hours, be open to the inspection of an inspector or superintendent of police, or an officer of the inland revenue, without fee, and of any person on payment of a fee not exceeding one shilling.

List of the Clubs registered in the { Petty Sessional Division } of
Borough
in compliance with section 25 (1) of the Licensing Act, 1902.

Name of Club.	Page.

NOTE—When a Club is struck off the Register, or ceases to be liable to registration, or ceases to exist, a line should be drawn through the name in this List.

REGISTER OF CLUBS WITHIN THE { PETTY SESSIONAL DIVISION } OF BOROUGH

Name of Club
Address of Club
Objects of the Club

Date of first and of each subsequent Return.*	Date of first Registration and of each subsequent correction of Register.	Name of Secretary.	Number of Members.

* If the Club ceases to be liable to registration, or ceases to exist, or is struck off the Register under section 28 of the Licensing Act, 1902, a note giving particulars of the circumstances should be entered in the Register. The note should mention any directions made by the Court under section 28 (4) of the Act.

RULES OF THE CLUB

Relating to

- (i.) Election of Members, and the Admission of Temporary and Honorary Members, and of Guests;
- (ii.) Terms of Subscription and Entrance Fee, if any;
- (iii.) Cessation of Membership;
- (iv.) Hours of Opening and Closing;
- (v.) Mode of Altering Rules.

ALPHABETICAL INDEX TO THE CLUBS COMPRISED IN THIS REGISTER.

Name of Club.	Page.

NOTE.—When a Club is struck off the Register, or ceases to be liable to registration, or ceases to exist, a line should be drawn through the name in this Index.

Result of Appeals.

Appeal Court I.

The LORD CHANCELLOR, the MASTER OF THE ROLLS, and ROMER and MATHEW, L.JJ.
(Interlocutory List)

Pedrette v. The Portland Urban District Council. Appeal of defendants from order of Mr. Justice Bucknill, dated August 1, 1902.

Allowed with costs.

Oct. 27.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.

Winstanley v. Kendall and another. Appeal of defendants from order of Mr. Justice Bucknill, dated August 7, 1902.

Dismissed with costs.

Oct. 27.

Donlop Pneumatic Tyre Co. (Limited) v. Hubbards Patent, &c. Tyre Syndicate (Limited). Appeal of defendant company from order of Mr. Justice Jelf, dated July 16, 1902.

Dismissed with costs.

Oct. 27.

Tonkinson v. Stanier and others. Appeal of plaintiff from order of Mr. Justice Bucknill, dated July 30, 1902.

Dismissed with costs.

Oct. 27.

Oppenheimer v. Margonski and by counterclaim Margonski v. Oppenheimer and others. Appeal of defendant in action from order of Mr. Justice Bucknill, dated August 1, 1902.

Consent order to try by special jury.

Oct. 27.

Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.
(Original Motion.)

Metropolitan Railway of Buenos Ayres (Limited) and F. B. Bright and others. Application of Bennett and Chance that the defendant give security for costs of appeal (by order).

Judgment for £20.

Oct. 27.

(General List.)

In re Huxtable. Huxtable v. Crawford. Appeal of Attorney-General from order of Mr. Justice Farwell, dated November 22, 1901.

Allowed with costs.

Oct. 27.

In re Miss A. J. Masterson, deceased. Trevanion v. Dumas and others. Appeal of defendant and others from order of Mr. Justice Byrne, dated August 6, 1901.

Dismissed with costs.

Oct. 27.

Appeal Court I.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.
(New Trial Paper.)

Craig v. Harris. Application of defendant for judgment or new trial on appeal from verdict and judgment, dated January 19, 1902, at trial before the Lord Chief Justice and a special jury, Middlesex.

Judgment entered for defendant.

Oct. 28.

Crawley v. De Nevers. Application of defendant for judgment or new trial on appeal from verdict and judgment, dated March 17, 1902, at trial before Mr. Justice Grantham and a common jury, London.

Dismissed with costs.

Oct. 28.

Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.
(General List.)

S. A. M. Gair (widow) v. A. Tolhurst and others. Appeal of plaintiff from order of Mr. Justice Kekewich, dated November 7, 1901.

Appeal allowed. Order varied to take accounts.

Oct. 28.

Appeal Court I.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.
(New Trial Paper.)

Musgrave v. Bentley. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, dated March 18, 1902, at trial before Mr. Justice Lawrance and a special jury, Leeds.

Dismissed with costs.

Oct. 29.

Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.
(Interlocutory List.)

In the Matter of the Companies Acts, 1862 to 1890, and In re the Matter of the Corporation of British Investors (Limited).

Application of B. Boulter in person from order of Mr. Justice Buckley, dated July 29, 1902.
Dismissed with costs. Oct. 29.

Appeal Court I.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.
(New Trial Paper.)

Francis and Others v. The Scottish Imperial Insurance Co. Application of defendants for judgment or new trial on appeal from verdict and judgment, dated April 4, 1902, at trial before Mr. Justice Kennedy and a special jury, Cardiff.
Dismissed with costs. Oct. 30.

Blake v. Hitchcock, Williams & Co. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, dated April 9, 1902, at trial before Mr. Justice Ridley and a special jury, Middlesex.
Dismissed with costs. Oct. 30.

Oates v. Thomas Tilling (Limited). Application of defendants for judgment or new trial on appeal from verdict and judgment, dated April 16, 1902, at trial before Mr. Justice Ridley and a special jury, Middlesex.
Allowed with costs. Oct. 30.

Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.

In re Lawley, deceased. Zaiser v. Lawley. Appeal of executors of G. F. Perkins, deceased from order of Mr. Justice Joyce, dated July 28, 1902.
Dismissed with costs. Oct. 30.

Cases of the Week.

Court of Appeal.

GERSON v. SIMPSON. No. 1. 24th Oct.

PRACTICE—THIRD-PARTY NOTICE—SERVICE OUT OF THE JURISDICTION—DIRECTORS' LIABILITY ACT, 1890 (53 & 54 VICT. c. 64), ss. 3 (1), 5—R. S. C. XI. (1) (a).

Appeal by Max Oppenheim from the refusal of Jelf, J., at chambers, to set aside a third-party notice out of the jurisdiction that had been served on him by the defendant in the action. The plaintiff sought to recover damages for alleged fraudulent misrepresentation contained in a prospectus of the Gem of Murchison Gold Mines (Limited), upon the faith of which the plaintiff alleged that he applied for 10,000 shares in the company. The defendant, who had promoted the company, was sued as a director of the company, and he obtained leave from Phillimore, J., to serve a third-party notice upon the applicant, Oppenheim, who was also at the time the prospectus was issued a director of the company. Oppenheim was a Belgian banker and was a foreigner resident out of the jurisdiction of this court. The third-party notice having been served, Oppenheim moved to set it aside, but Jelf, J., before whom the application came, refused to make the order. Oppenheim appealed. On his behalf counsel submitted that the action was a common law action for deceit, and at common law there was no right to contribution among tortfeasors. The third party in this case, being resident out of the jurisdiction, could only have been sued with the leave of the court, and therefore section 5 of the Directors' Liability Act, 1890, was not applicable. That section directed that "every person who, by reason of his being a director or named as a director, or as having agreed to become a director, or of his having authorized the issue of the prospectus . . . has become liable to make payment under the provisions of this Act, shall be entitled to recover contribution as in cases of contract from any other person who, if sued separately, would have been liable to make the same payment." He cited Lindley on Company Law (6th ed.), p. 123. There was no power to serve notice on a third party out of the jurisdiction in the case of a tort, except under ord. 11, r. 1 (9). For the respondent, counsel submitted that the effect of section 5 of the Directors' Liability Act, 1890, was to give a director, for the benefit was not extended to a promoter, the right to contribution from his co-directors if damages were recovered against him in tort as if the action had been brought on a contract.

THE COURT dismissed the application.

THE LORD CHANCELLOR said section 5 of the Directors' Liability Act, read with section 3 (1), was a complete answer to the application. In his opinion the order was right. The Act had laid down that in this class of tort and among this class of individuals the rule should be that there should be a right to contribution between tortfeasors as in the cases of contract.

COLLINS, M.R., said he was of the same opinion for the same reason.

ROMER and MATHEW, L.JJ. concurred.—COUNSEL, Haldinstein, for third party; Muir Mackenzie, for defendant. SOLICITORS, Gilbert E. Samuel; Stephenson, Harwood, & Co.

[Reported by HARKINE REID, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

PALMER v. PALMER AND BEAUFORT. THE KING'S PROCTOR SHEWING CAUSE. 27th Oct.

DIVORCE—PRACTICE—KING'S PROCTOR.

This was a motion on behalf of the King's Proctor to rescind a decree nisi under the following circumstances: It appeared that the petitioner, John Palmer, was married to the respondent, Ellen Julia Palmer, on the 7th of June, 1882, and on the 21st of September, 1901, the petitioner filed a petition for a dissolution of the marriage on the ground of the respondent's adultery with the co-respondent Beaufort, and claimed damages against him. The respondent denied the adultery and alleged that the petitioner had been guilty of cruelty and of desertion, and of adultery, which had been committed in London and in Canada. At the trial the respondent withdrew those charges, as she alleged she was unable through illness to support them in person, and the petitioner withdrew the claim for damages. On the 5th of March, 1902, a decree nisi was pronounced. However, from subsequent inquiries made by the King's Proctor, under the advice of the Attorney-General, it appeared that the petitioner had committed adultery both at Hadlow and in London with two different women in the course of 1901 and 1902, and this intervention was accordingly instituted. Since the decree nisi the petitioner had disappeared, and the King's Proctor's plea had been served upon Mr. Dutton, his solicitor, and that gentleman believed the petitioner to be dead.

JEUNE, P., refused to rescind the decree nisi, thinking that that course ought not to be adopted without the matter being brought to the man's notice. He thought that certainly advertisements ought to be inserted in the Press, for the consequences would be very serious if the petitioner married again in the belief that he had divorced his wife. The King's Proctor ought to adopt this course in cases where satisfactory service of the plea had not been obtained, and the petitioner ought to be given every chance.—SOLICITORS, Solicitor to the Treasury.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

BROOKS (Appellant) v. MASON (Respondent). Div. Court. 28th Oct.

LICENSING—SALE OF INTOXICATING LIQUOR TO CHILD UNDER FOURTEEN—SMALL ON BOTTLE—PAPER LABEL IMPROPERLY SECURED—INTOXICATING LIQUORS (SALE TO CHILDREN) ACT, 1901 (1 ED. 7, c. 27).

This was an appeal upon a stated case against the decision of E. T. d'Eyncourt, metropolitan police magistrate, sitting at Clerkenwell police-court, on the 20th or February, 1902. An information was laid on the 28th of January, 1902, by the respondent, an inspector of police, against the licensed occupier of 152, Essex-road, Islington, under the Intoxicating Liquors (Sale to Children) Act, 1901, for that the appellant did unlawfully and knowingly deliver otherwise than at the residence or working place of the purchaser a certain description of intoxicating liquor to one James Cousins, a person under the age of fourteen years, for consumption by any person on or off the premises, such intoxicating liquor not being sold or delivered in a corked and sealed vessel. Upon the hearing of the information the following facts were proved: The appellant was the occupier of 152, Essex-road, Islington, and held a licence to sell beer for consumption off the premises. On Sunday, the 19th of January, a boy of about eleven years of age was sent by his parents to the appellant's premises to obtain some beer to be drunk off the premises, and there was delivered to him by the appellant one pint of beer in a bottle supplied by the appellant. This bottle was fitted with a glass stopper, having round it a ring of cork. Over the top of the glass stopper from one side of the neck of the bottle to the other side the appellant before delivery stuck a gummed label, on which was printed, "Caution.—This label must not be tampered with." After affixing the label, the appellant placed a portion of sealing wax on one side of the neck of the bottle, partly on one side of the neck of the bottle and partly over one end of the paper label. A police officer outside the appellant's premises stopped the boy, and took from him the bottle. The gum on the label was then wet. The constable took hold of the label by the end opposite that on which the sealing wax was, and the label came off intact, the sealing wax also coming off the bottle whole with the label. The magistrate found as a fact that the bottle was corked and closed with the stopper but that the paper label had not been secured with a substance without the destruction of which the stopper could not be withdrawn, also that the appellant knew that James Cousins was under the age of fourteen years, but that the appellant had at the time the bottle was delivered by him to Cousins honestly believed that he had by the gummed label and sealing wax secured the stopper in conformity with section 5 of the Act. He therefore held that the appellant had been guilty of an offence against the statute. Section 2 of the Act provides that "every holder of a licence who knowingly sells or delivers or allows any person to sell or deliver, save at the residence or working place of the purchaser, any description of intoxicating liquor to any person under the age of fourteen years for consumption by any person on or off the premises, excepting such intoxicating liquors as are sold or delivered in corked and sealed vessels in quantities of not less than one reputed pint for consumption off the premises only, shall be liable to a penalty. . . ." By section 5 it is provided that "the expression 'sealed' means secured with any substance without the destruction of which the cork, plug, or stopper cannot be withdrawn."

THE COURT (LORD ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said that the case was not without difficulty. In the great majority of criminal offences it was necessary for the prosecution to show *mens rea*; this case, however, could not be decided on that point only. The main question was whether the offence under the Act of 1901 was that of selling intoxicating liquors to children under fourteen years of age, except in corked and sealed vessels, or whether the offence was that of selling to children, and the exception to the offence, the selling in corked and sealed vessels. In his opinion the sale of intoxicating liquors to children under fourteen was the offence intended to be stopped, but the Legislature intended that the case of delivery of liquors to children in properly corked and sealed bottles ought to be excepted. It was argued on behalf of the appellant that the exception formed part of the offence, and should be read with it; and that, therefore, the word knowingly applied to the mode of delivery as well as to the knowledge of the age of the child. He (the learned judge) was of opinion that the exception intended to be excepted was that of liquors in fact delivered in properly corked and sealed vessels, and not in vessels believed to be properly corked and sealed. The decision of the magistrate was correct, and the appeal would be dismissed.

WILLS and CHANNELL, JJ., concurred. Appeal dismissed.—COUNSEL, Danckwerts, K.C.; Avery, K.C., and Craies. SOLICITORS, Maitlands, Prekham, & Co.; Wintner & Sons.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law]

LORD MAYOR OF SHEFFIELD AND OTHERS v. BARCLAY AND OTHERS. Lord Alverstone, C.J. 27th Oct.

INDEMNITY—IMPLIED CONTRACT OF—ACT DONE BY ONE PERSON AT ANOTHER'S REQUEST—FORGED TRANSFER OF STOCK.

The action was brought by the Corporation of Sheffield against Messrs. Barclay & Co., bankers, to recover the sum of £11,487 17s. 5d., being the amount of principal and interest of certain corporation stock which belonged to certain trustees named Timbrell and Honnywill, and was transferred to a nominee of the defendants under a transfer purporting to be executed by Honnywill, but which was a forgery. Prior to the 13th of April, 1893, £3,500 Sheffield Corporation Redeemable Stock was transferred to the names of A. A. Timbrell and A. O. Honnywill, who were trustees of a certain estate, and on the 13th of April, 1893, a certificate was issued in their names. Upon the 11th of April, 1893, a transfer of £3,200 of this stock to E. E. Barclay, a representative of the defendants, purporting to be executed by Timbrell and Honnywill, was handed to the defendants Barclay & Co. On the 15th of April, 1893, the defendants, Barclay & Co., sent the transfer of the 11th of the corporation, enclosed in a letter in the following terms: "54, Lombard-street, London, E.C. April 15, 1893. Messrs. Barclay, Bevan, Ransom, & Co. present their compliments to the registrar of the Sheffield Corporation and beg to send enclosed the transfer of £3,200 3/4 per cent. 1883 stock, and will be obliged by his registering the same in the company's books in the name of their Mr. E. E. Barclay, sending them the new certificates in due course. Messrs. Barclay & Co. also enclose the amount of the registration fee. The Registrar, Sheffield." This was followed by a letter of the 17th from Mr. Sarkas, the registrar, acknowledging the receipt, but pointing out that the registration fee had not been sent, and on the 18th of April Messrs. Barclay & Co. sent the registration fee. On the 28th of April, 1893, E. E. Barclay, the transferee named in the forged transfer of the 11th of April, executed a transfer of £3,000 of the stock to Messrs. Young & Macdonald and, upon the 12th of May, of the balance, £200, to Mary Florence Cockayne. Upon the 1st of June the plaintiffs issued certificates to Young & Macdonald for the £3,000 and to Mary Cockayne for the £200. In the year 1901 an action was brought by Honnywill against the corporation, claiming the rectification of the register by inserting his name as the holder of the £3,200 stock transferred to Barclay under the forged transfer and the interest and dividends paid thereon. In that action the jury found that the transfer was a forgery and had not been executed by Honnywill or with his authority, and for the purpose of this action it was agreed that the defendants were bound by that finding. There was no evidence either that the plaintiffs or their agents, or the defendants or the officials were guilty of negligence. It was contended for the plaintiffs that they had done a lawful act at the request of the defendants, which lawful act had caused the plaintiffs damage, and that, therefore, the defendants were liable for the damage so caused to the plaintiffs. Further that, even if the defendants were not liable because the plaintiffs had done an act at their request, the sending in of the transfer implied an undertaking by the defendants to indemnify the plaintiffs, or was a warranty by the defendants that the transferor had a right to transfer. The plaintiffs relied on the enunciation of the law contained in a judgment of Lord Esher in *Dugdale v. Lovings* (23 W. R. 391, L. R. 10 C. P. 196), following *Tophis v. Grans* (5 Bing. N. C. 636) and *Bells v. Gibbins* (2 Ad. & E. 57), to the effect that when an act has been done by the plaintiffs under the express directions of the defendants which occasions an injury to the rights of third persons, if such an act is not apparently illegal in itself, but is done honestly and bona fide in compliance with the defendant's directions, the defendants are bound to indemnify the plaintiffs against the consequences thereof. The defendants relied upon the judgment of Lindley, J., in the case of *Simm v. Anglo-American Co.* (23 W. R. 290, 5 Q. B. D. 188).

Lord ALVERSTONE, C.J., in a considered and written judgment, decided in favour of the plaintiffs. In the course of his judgment he said the difficulty was to decide whether the representations made or implied by the sending of a transfer fell within the rule as enunciated by Tindal, C.J., in *Tophis v. Grans* or not. The learned judge then dealt at length with the case of *Simm v. Anglo-American Co.* and said that if he had thought that the opinion of Lindley, J., had been delivered after full consideration of the point now raised, and if it had been the subject of further examination

in the Court of Appeal, he would have felt bound by that decision, and that in differing from it, as he felt bound to do, he did so with the very greatest diffidence and hesitation. When the case of *Simm v. Anglo-American Co.* was considered in the Court of Appeal, the particular judgment in which that opinion was expressed was not reviewed by the Court of Appeal. It appeared to him that the Court of Appeal did decide that as between two innocent parties, one of whom had innocently and without negligence handed in a forged transfer, upon which forged transfer the company were asked to act, the loss was to fall upon the person who handed in the transfer, or, in other words, that they brought that case within the rule that when one of two innocent persons must suffer the party who has innocently put forward the request upon which the other one has acted must bear the burden. In this case the damage occasioned by the defendant was not damage caused so much by the forged transfer having been sent in as by the defendants having themselves acted upon it and sent in the subsequent transfer to Macdonald and Cockayne. He therefore came to the conclusion that in this case, as between the two innocent persons, the plaintiffs and the defendants, the loss should be borne by the defendants, who innocently caused the plaintiffs to act upon an instrument which turned out to be invalid. For the above reasons there must be judgment for the plaintiffs for the amount claimed, and a declaration that the plaintiffs were entitled to be indemnified by the defendants in respect of the liabilities arising from these transactions. Judgment for plaintiffs.—COUNSEL, Banks, K.C., Danckwerts, K.C., and Waddy; Haldane, K.C., and Radcliffe. SOLICITORS, R. F. & C. L. Smith, for H. Sayer, Town Clerk, Sheffield; Maples, Teesdale, & Co.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

ORMSKIRK UNION v. CHORLTON UNION. Div. Court. 27th Oct.

POOR LAW—SETTLEMENT—IRREMOVABILITY—PATIENT IN HOSPITAL—9 & 10 VICT. c. 66, s. 1—39 & 40 VICT. c. 61, s. 34.

This was a case stated by consent and by order of Bucknill, J., in pursuance of 12 & 13 Vict. c. 45, s. 11, and raised a question as to the meaning of the word "hospital" in certain statutes dealing with the settlement of a pauper. The facts of the case are as follows: A pauper named H. Coxon was in 1893 sent to a home for epileptics at Maghull, a township in the Ormskirk Union, and remained there till 1902, when he was discharged as incurable. He then became an inmate of the respondents' workhouse. On the 10th of January, 1902, an order was made by two justices adjudging his settlement to be in the union of Ormskirk by reason of his seven years' residence in the home. By 9 & 10 Vict. c. 66, s. 1, it is provided that the time during which a pauper shall reside in a union as a "patient in a hospital" shall be excluded from the period of residence required to acquire a settlement, and by 39 & 40 Vict. c. 61, s. 34, the term of three years' residence was made the period necessary to acquire a settlement. The home for epileptics in question was founded by one Henry Cox and endowed by him with a sum of £2,000. Its objects were to enable epileptics to have the benefit of outdoor life as well as hospital treatment. It has a large medical staff, and the number of patients averages 120. Its income is derived to a small extent from charitable contributions, but the main revenue is from the payments of patients, who are divided into three classes, the third and largest paying the sum of 7s. 6d. a week, which sum was provided by Coxon's relatives. It was contended by the appellants, the Ormskirk Union, that the Maghull home was a hospital within the meaning of the Act. A hospital was any place where patients were received for mental or surgical treatment, and the fact that there were paying patients made no difference. For the respondents, the Chorlton Union, it was contended that the word hospital implied some place where the patients were received wholly or mainly for medical treatment. The Maghull Home was intended to cure patients by outdoor exercise and recreation. They cited *St. Olave's Union v. Canterbury Union* (45 W. R. 302; 1897, 1 Q. B. 438).

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J.—This is an important question which has not yet been the subject of judicial decision. The case turns upon the meaning of the word "hospital" in 9 & 10 Vict. c. 66, s. 1. I think it would be narrowing down the meaning of the section too much to say that an institution like this, where a patient was treated by a competent medical staff, was not a hospital. It was intended by the section that where a pauper resided in an institution for a certain specified object that the time should not count in the time necessary to acquire a settlement. The fact that payment was made does not in my opinion affect the question, as many undoubted hospitals receive paying patients.

WILLS and CHANNELL, JJ., concurred.—COUNSEL, T. F. Byrne; Brooks Little. SOLICITORS, Rowcliffe, Raule, & Co., for Alfred Dickinson, Ormskirk; Gibson & Weldon, for T. H. Wild, Manchester.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law]

MENNAIR v. CAVE. Div. Court. 29th Oct.

ADULTERATION—MILK—SAMPLE TAKEN BY INSPECTOR AT A PLACE OUTSIDE HIS DISTRICT—CERTIFICATE GIVEN BY ANALYST OF INSPECTOR'S DISTRICT—INADMISSIBILITY OF SUCH EVIDENCE—SALE OF FOOD AND DRUGS ACT, 1875.

In this case Alexander McNair, a sanitary inspector appointed by the City of Westminster, appealed against a decision of the Clerkenwell police magistrate, who had declined at the instance of the appellant to convict the respondent Cave, a farmer, of Shottle Belper, Derby, of an offence under the Sale of Foods and Drugs Act. Cave supplied milk to Messrs. Fryce & Harris, dairymen, of Craven-yard, Westminster, under a contract, and the appellant, acting on instructions from the council of the

City of Westminster, went to the St. Pancras Station of the Midland Railway, where the milk was delivered, and took from the churns a sample of the milk supplied by the respondent. The milk proved upon analysis by the analyst of the City of Westminster to contain 21 per cent. of added water. The point taken before the police-court magistrate on the respondent's behalf was that the appellant had no power to act at St. Pancras Station, which was a place outside his district; and further, that the certificate of the Westminster analyst could not be accepted as evidence outside his district. The magistrate accepted this view and accordingly dismissed the information. Hence the present appeal.

THE COURT dismissed the appeal.

LORD ALVERSTONE, C.J., in giving judgment, said that, having regard to the previous legislation and obligations on inspectors to act locally, he could not bring himself to hold that the magistrate's decision was wrong in this case. The intention of the Legislature was that these inspectors under the Act should act locally and within their defined district. If it had been intended to give inspectors of one district power to take compulsory samples in any district he pleased, other language would have been used than that which was found in the statute. Reluctantly he came to the conclusion that the decision of the magistrate must be upheld. It seemed to him that if the information had been given to the St. Pancras inspector, he could properly have acted on it, and in that case the effect of their decision would not be to prevent proceedings being again taken under the Act.

WILLS and CHANNELL, JJ., concurred.—COUNSEL, *Horace Avery, K.C.*, and *Bartley; Morton Smith*. SOLICITORS, *E. H. Allen & Son; W. T. Rickett & Son*.

(Reported by *ERSKINE BRID, Esq., Barrister-at-Law.*)

Law Societies.

Incorporated Leeds Law Society.

The following are extracts from the report of the committee:

Members.—Six new members have been elected during the year. The present number of members of the society is 142, and of library subscribers under rules 3 and 4—ten. Of last year's members three have resigned.

Yorkshire Board of Legal Studies.—The committee beg to call the attention of the members of the society to the third annual report of this board, and strongly urge that articled clerks should take advantage of the law classes and lectures at the Yorkshire College, under Professor Phillips. Your committee very much regret that the Leeds Law Students' Society have decided, notwithstanding strong representations by this committee to the contrary, to withdraw their support from this scheme of legal education which the members of the society have so generously supported.

Finance Act.—The question of the unsatisfactory form of certificates under this Act, as granted by the Inland Revenue authorities, is receiving the attention of your committee, who hope shortly to be in a position to report the result of their correspondence with the authorities.

Leeds Corporation Conditions of Sale.—Your committee have had occasion to take exception to conditions of sale under which the corporation proposed to sell surplus lands by auction which provided that no abstract of title should be delivered but that absolute covenants for title should be given by the corporation in lieu thereof. Your committee's representations resulted in the purchaser being entitled to a short abstract in addition to absolute covenants for title and to a covenant for production of the conveyance to the corporation.

Land Transfer.—Early in the year it was rumoured that there was an intention on the part of the Government to extend the operation of the Land Transfer Acts to the West Riding of Yorkshire. The Yorkshire Union of Law Societies thereupon arranged a meeting with the Corporation of the City of London and with the Council of the Incorporated Law Society of the United Kingdom, at which representatives of fourteen law societies, including Leeds, were present. At each meeting there was a discussion as to steps to be taken to bring about an inquiry into the working of the Acts before any extension of area took place. At the meeting with the corporation, correspondence with the Lord Chancellor was read, containing a definite undertaking that the Acts should not be put in operation in the City of London without consulting the wishes of the corporation. Notwithstanding that undertaking and in opposition to the desire of the corporation, compulsory registration has now become operative in the City of London. On the 23rd of May last a representative and well-attended meeting was held at the Philosophical Hall, Leeds, to hear an address by Mr. J. S. Rubinstein, of London, on the subject of the working of the Land Transfer Acts. The meeting was convened by the Yorkshire Union of Law Societies and was attended by members of the West Riding County Council, municipal corporations and chambers of commerce, officers of building societies, representatives of West Riding law societies, and others interested in real property. After Mr. Rubinstein's address, a resolution was unanimously carried declaring it to be highly inexpedient to extend the operation of the Land Transfer Acts until some competent authority, after holding a sufficiently full and independent inquiry, should report in favour of such a course. Copies of the resolution were sent to the Lord Chancellor and other members of the Government. Your committee have been in correspondence with the Parliamentary representatives of the city, and have laid before them the case for an inquiry before further extension. At the time of the election of a representative for North Leeds, your committee obtained satisfactory assurances from both candidates that they would support such an inquiry. Your Committee appointed a small deputation to meet representatives of

the council of the law societies of Liverpool and Manchester with whom they conferred, and assurances of support were obtained if it should prove necessary to oppose an extension to the Acts to Yorkshire.

United Law Society.

Oct. 27.—Mr. E. S. Cox-Sinclair presided.—Other members present were: Messrs. C. H. Kirby, J. F. W. Galbraith, E. K. Jackson, N. Tebbutt, J. R. Yates, W. J. Boycott, S. G. Streeter, F. W. Brown, J. Wylie, J. W. M. Weigall, and T. Ottaway; and visitors, Messrs. A. H. Dabbs and J. H. Sturges. The annual report was presented. It states that Sir Charles Swinfen-Eady is the first member of the society who has attained the honour of being appointed a High Court judge, and the society tendered to him its congratulations. During the past session twelve new members were elected. Officers were elected as follows: chairman, Mr. C. H. Kirby; vice-chairman, Mr. J. F. W. Galbraith; secretary, Mr. J. Wylie; treasurer, Mr. J. W. Weigall; reporter, Mr. T. Ottaway; committee, Messrs. E. F. Spence, F. W. Brown, W. J. Boycott, and E. S. Cox-Sinclair; auditors, Messrs. N. Tebbutt and G. D. Elliman. An impromptu debate was held on the subject, "That the county court judge who objected to solicitors appearing before him without gowns was in error in the course he pursued," Mr. N. Tebbutt opened and Mr. E. S. Cox-Sinclair opposed. Messrs. J. W. Weigall, C. H. Kirby, and J. Wylie, spoke to the motion, which was carried by four votes to two. The meetings of the society are held each Monday evening during the session at the Inner Temple Lecture Hall, King's Bench Walk, at 7.30.

Solicitors' Benevolent Association.

ANNUAL MEETING.

The annual general meeting of the Solicitors' Benevolent Association was held on Thursday, at the Incorporated Law Society's hall, Mr. R. W. TRENKLE (London), a member of the Board of Directors, taking the chair. The report stated that the association had now 3,592 members enrolled, of whom 1,245 were life and 2,347 annual subscribers. Sixty-nine of the annual subscribers were in addition life members of the association. The directors regret to have to record the deaths of three of their colleagues during the year, viz.: Mr. Frank Bowley Parker (London), Mr. John Stallard (Worcester) and Mr. William Beriah Brook (London), in whose places they have elected Mr. William Arthur Sharpe (London), Mr. William Price Hughes (Worcester), and Mr. William Howard Gray (London). Mr. Henry Edward Gribble had also been elected to a vacancy on the Board caused by the regretted resignation of Mr. John Hunter. The financial result of the forty-second anniversary festival held on the 3rd of June last, at the Albion Hotel, when Mr. Henry Turton Norton presided, was most successful. The net gain from the festival was £1,374 11s. 7d. Two legacies were included in the receipts for the year, viz.:—£100 under the will of the late Mr. W. J. Evans, Llandover; and £200 under the will of Miss Georgina Capes, London. A further gift of £33 12s. 6d. India 3½ per cent. Stock was included from the executors of the late Mr. John Saunders. Also included in the receipts was a sum of £114, being donations of 10s. each from 228 members of the Law Society Club, returnable to them in connection with the winding-up of the club. A gentleman whose mother and family received assistance from the association some years ago, had given a donation of £100, and the same amount was intended to be given by the donor annually until the total sum given by the society to his family had been repaid by him. The capital of the association now consisted of £134 4s. 6d. Great Indian Peninsula Railway Annuity, Class "B," and £51,895 15s. 4d. stock, in addition to the sum of £5,368 18s. 6d. stock pertaining to the Beardon Bequest. During the year 230 grants have been made from the funds, amounting to £5,210. Of this sum nine members and forty-three members' families received £2,255, while thirty-one non-members and 147 non-members' families received £2,955. The sum of £175 was also paid to annuitants from the income of the late Miss Ellen Beardon's Bequest: £28 to the recipient of the "Hollams Annuity, No. 1"; £30 to the recipient of the "Hollams Annuity, No. 2"; and £30 to the recipient of the "Victoria Jubilee Annuity (1837)." The sum of £240 was also paid to the seven pensioners from the "Victoria Pension Fund." The total relief granted during the year therefore amounted to £5,713, compared with £5,038 last year. This was by far the largest sum ever given away in one year, and the total reliable income from annual subscriptions and dividends having been more than absorbed in grants of relief, an earnest appeal was made to the profession generally to come forward as annual members, and thus permanently to strengthen the income of the association upon which the demands are constantly increasing. Consequent on the discussion at the general meeting at Oxford last year, the directors of the Law Association had again been approached with a view to the amalgamation of the two societies, but stated in reply that they considered the proposal as impracticable and inexpedient.

The CHAIRMAN, in moving the adoption of the report, referred to the fact that the grants had amounted to £5,700, which was the largest amount ever granted in one year; whilst the income which could be safely relied upon was not more than £4,000. For the difference the directors relied upon the donations given at the annual festival and amounts from one or two other sources. It might, perhaps, be considered rather a dangerous process to allow the grants so far to exceed the income. Some of the members were of opinion that the association ought to have no capital, and that for everything ought to be distributed. He was rather of opinion that the association should invest more than it did. With a view to exercising the utmost care in the distribution of relief, a committee had been formed to inquire into all applications before they were submitted to the

Board of Directors. Taus it would be insured that none but thoroughly deserving cases would be assisted.

Mr. J. R. B. GREGORY (London) in seconding the motion emphasised the necessity for those members who recommended cases for relief ascertaining that they were in every way deserving of assistance.

The motion was adopted.

Mr. R. H. HUMPHREYS (London) moved a vote of thanks to the directors, and that they be re-elected.

Mr. F. RAWLINS (London) seconded the motion, and it was agreed to.

On the motion of Mr. M. P. CHOLMELEY (Staines), seconded by Mr. John PENFOLD (London), a vote of thanks was passed to the auditors, Mr. H. C. Nisbet, Mr. T. J. Pittfield, and Mr. J. S. Chappelow, F.C.A., and they were re-elected.

The CHAIRMAN moved a vote of thanks to Mr. H. T. Norton for presiding at the anniversary festival, for the successful appeal he made on behalf of the funds, and for his donation of one hundred guineas.

Mr. R. S. TAYLOR (London) in seconding the motion said that the association had only received in members' subscriptions £2,200 during last year, and they gave away £5,700. If they were to continue giving away this amount they must greatly increase their annual subscriptions. The applicants for relief were very numerous, and the association could give away much more, but the directors were obliged to be very careful in administering the funds, and unless the subscriptions were increased they would have to reduce the grants to the amount of five-sevenths of the relief given hitherto.

The CHAIRMAN said he believed there was a large field for the increase of subscriptions. The proportion of subscribers was very small considering the large number of solicitors in England and Wales.

The resolution was carried, and on the motion of Mr. H. MORTON COTTON (London), seconded by Mr. RALPH THOMAS (London), a vote of thanks was passed to the chairman, who briefly responded.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Oct. 28.—Chairman, Mr. P. F. DORT.—The subject for debate was: "That this house approves of the principle of Public House Truants as originated by Earl Grey." Mr. C. H. GURNEY opened in the affirmative. Mr. Eustace B. Ames opened in the negative. The following members also spoke: Messrs. Harnett, Holbrow, A. W. Butler, Tebbutt, P. M. C. Hart, Wilde, A. M. W. Kerr, Alexander, Clapham, and A. F. Clarke; and Mr. Gurney replied. The motion was carried by three votes.

Obituary.

Mr. W. B. Colman.

We deeply regret to record the death of Mr. William Bachelor Colman, barrister-at-law. He was the son of Mr. Justice Colman, who sat for many years in the Court of Common Pleas, and of whom Mr. Baron Parke, afterwards Lord Wensleydale, in a touching tribute to his memory, said that he "knew and admired his dispassionate, candid and just mind, his clear, acute and strong understanding, his sound and accurate knowledge of the law, his care and skill in investigating cases, and his excellent judgment in deciding them." The judge died of cholera in 1849, when Mr. W. B. Colman must have been considering what profession he should adopt. He had been educated at Eton and Trinity College, Cambridge, where he was thirteenth wrangler in 1850. He decided on the law, entered at the Inner Temple in 1851, and was called to the bar in 1854. He attached himself to the Equity and Conveyancing bar, while his younger brother, Mr. F. J. Colman, became a member of the Common Law bar. Mr. W. B. Colman attained a good and steady practice as a conveyancer, but in spite of his profound knowledge of law, to which we refer elsewhere, he was not gifted by nature with the qualities of an advocate.

From the first institution of the Inns of Court Rifle Volunteers Mr. Colman took the warmest interest in the movement. He served in the ranks, and by successive steps rose, on the retirement of Mr. Cecil Russell, to the rank of Lieutenant-Colonel, and in this post he held until he reached the age for compulsory retirement. This was only a sample of the thoroughness and persistency with which Mr. Colman worked for every institution in which he interested himself. He and the late Mr. Gordon Robinson founded the Chancery Bar Lodge of Freemasons, and he continued to take an active part in its proceedings until his first attack of illness. He was a well-known frequenter of the Athenaeum, where his genial and social ways secured him hosts of friends.

The Colmans are an old Lincolnshire family, and we believe that the late Mr. Colman was Lord of the Manor of Scottheld in that county. He had also property at Bielack in Aberdeenshire, and was a justice of the peace and deputy lieutenant for that county.

Since his first attack of illness in last March Mr. Colman's health was very broken, and his loss of power to work was a source of great grief to him. He died at Edinburgh on the 22nd ult.

Mr. W. W. Kerr.

Mr. W. W. Kerr, barrister-at-law, died this week in his 83rd year. He was the son of the Hon. James Kerr, a judge of the Court of King's Bench, Quebec. He was educated at Oriel College, Oxford, where he took a double first class in 1843, and was called to the bar in 1852. He was

comparatively an unknown personality and had long since retired from the profession. But he has left behind him a familiar name in legal literature by an admirable series of works on Injunctions, Receivers, Fraud and Mistake and Discovery, books which are excellently written and remain standard text-books on their different subjects. These will hand down his name to future generations of lawyers.

Legal News.

Appointments.

Mr. HORTON SMITH, K.C., has been elected Treasurer of Lincoln's-inn, in succession to Mr. Justice Kekewich.

The LORD CHIEF JUSTICE has been appointed Master of the Library at Lincoln's-inn for the ensuing year; Sir EDWARD CLARKE, K.C., has been appointed Dean of the Chapel; Lord MACNAGHTEN has been appointed Keeper of the Black Books; and Mr. JOHN FORBES, K.C., has been appointed Master of the Walks.

Mr. Justice WRIGHT has been appointed *ex officio* Commissioner for England under the Railway and Canal Traffic Act, 1888.

General.

The annual meeting of the Hardwicke Society will be held in the Inner Temple lecture-hall on Friday evening, the 7th of November, at eight o'clock.

It is stated that Mr. Justice Darling on the 23rd ult. visited the Palais de Justice in Paris and occupied a seat behind the judge in the Seine Assizes Court during part of the sitting.

Mr. Justice Wright, Mr. Justice Bruce, and Mr. Justice Bucknill have been appointed the Parliamentary election petition judges for the ensuing year, in succession to Justices Grantham, Lawrence, and Phillimore.

The Judicial members of the House of Lords are expected, says the *Times*, to resume the hearing of appeals about the 13th of next month. The list consists of thirty-five cases, of which twenty-eight are English, one is Irish, and six are Scotch appeals. There is only one case awaiting judgment, but there are four claims to peerages depending, one of which is a claim to the Poulett earldom.

A publican of Tedburn St. Mary's, Devon, says the *Daily Mail*, who never had been able, he told the Moretonhamstead magistrates, to convince his wife that she was ever guilty of inebriety, returned one day to find her hopelessly drunk. He fetched the village constable as an impartial witness, and this officer informed the bench that the woman was in a "helpless, speechless" state. But the husband, no doubt much to his surprise, was charged with permitting drunkenness on licensed premises and was fined £2.

The annual Red Mass was celebrated on Friday in last week, at the Church of St. Anselm and Cecilia, Lincoln's-inn-fields, on the occasion of the opening of the Law Courts. Father O'Connor was the celebrant, and the Bishop of Southwark (Dr. Vaughan) also participated. There were also present Lord Justice Mathew, Sir John Day, Mr. Justice Lawrence, and a large number of Catholic counsel. This is probably the last time that Red Mass will be celebrated in this building, the London County Council having acquired the church for the Strand to Holborn scheme.

The following are the circuits chosen by the judges for the coming Winter Assizes—viz., South-Eastern Circuit, the Lord Chief Justice and Mr. Justice Lawrence; Northern Circuit, Mr. Justice Grantham and Mr. Justice Walton; Midland Circuit, Mr. Justice Wills and Mr. Justice Kennedy; Oxford Circuit, Mr. Justice Darling and Mr. Justice Jelf; North Wales Circuit, Mr. Justice Bruce; South Wales Circuit, Mr. Justice Phillimore; North-Eastern Circuit, Mr. Justice Ridley and Mr. Justice Bucknill; Western Circuit, Mr. Justice Bigham and Mr. Justice Channell. Mr. Justice Wright will remain in London.

At the Central Criminal Court last week, Ernest Augustus Mason pleaded guilty to the embezzlement of £88 9s. 7d., money entrusted to him to pay over by the Rev. Mr. de Winton as the beneficiary under a will. The prisoner, who was struck off the rolls early this year, had been a City solicitor. The Common Serjeant said a high standard of rectitude was necessary on the part of those who belonged to the profession of the law, because they were in positions of trust and upon them people must depend. The greater part of the prisoner's punishment must consist in the fact that his career as a solicitor was at an end. He had been in custody two months, and he would be confined for a further term of three months in the second division.

The first meeting this season of the Solicitors' Managing Clerks' Association was held on Wednesday evening, in the hall of the Middle Temple, under the presidency of Lord Justice Vaughan Williams. Mr. Scrutton, K.C., delivered an address on "The Law Merchant," and gave many interesting instances of the old statutes and courts, now fallen in oblivion, which regulated mercantile transactions in bygone ages. Speaking of bills of exchange, Mr. Scrutton said that, as late as 1692, it was a good defence for a man sued on one to plead that he was a gentleman, and, therefore, need not pay. As years passed less business was done in the fair, and more cases came before the ordinary courts, till finally the "customs of the merchants" were incorporated in the law of the land.

It has been made, says the *American Case and Comment*, a misdemeanor in the State of New York, by a new section (148a) in the Penal Code, to advertise either by newspaper notice, handbill, pamphlet, circular, card,

or notice of any kind for the purpose of getting divorce business. Any offer to procure, or to aid in procuring, any divorce or annulment of marriage, and any offer to engage, appear, or act as attorney or counsel in any suit for such purpose is within the condemnation of the statute, whether the services are to be performed in this state or elsewhere. The scandals of divorce business ought to be much lessened by a statute of this kind. It is in every way a wholesome act for the good of society. Any person who has a just cause for divorce will have no trouble in finding counsel without the aid of such advertisements, and will doubtless find one who is able, as well as more scrupulous, than the chyster who wants to advertise for divorce business.

The Lord Chancellor, says a writer in the *St. James's Gazette*, cannot leave the United Kingdom so long as he holds office, and Lord Halsbury is probably the only man whom the Constitution would not allow to accompany Mr. Chamberlain. As holder of the Great Seal the Lord Chancellor must not leave the realm. Lord Brougham was known to take the seal with him to Scotland on one occasion, but that, of course, was not illegal, though his use of the seal as a frying pan in which he made an omelette may be questioned from the point of view of strict constitutionalism. Wolsey was less regardful of the demands of the law, and was impeached and deprived of the Great Seal for taking it abroad. With the beginning of each reign the Great Seal is broken—"one reign one seal" being an immemorial rule, and, after the old seal has been "rapped with a hammer," its two halves are presented to the Chancellor and his predecessor—one of the pleasant acts of political courtesy which probably date from Lord Brougham, who quarrelled with Lord Lyndhurst for possession of the seal of George IV., and whom the king awarded one-half of the seal, Lord Lyndhurst retaining the other.

At the Central Criminal Court on the 23rd ult. John Hervey Redgrave pleaded "Guilty" to uttering forged leases, and Robert Lyon Sanderson, traveller, and Frederick Farrow, manager, on bail, pleaded "Guilty" to harbouring Redgrave knowing him to have committed that felony. In stating the facts, Mr. Mathews said that in May last the court dealt with three men concerned in an extensive forgery of leases. When they were arrested the prisoner Redgrave escaped. The frauds perpetrated were of the most elaborate description, and it was Redgrave whose head and mind directed the operations. To carry out his object Redgrave purchased some property in Hertfordshire, and having erected some houses he, with the aid of the three men who had been sentenced, proceeded to grant leases and to mortgage the property right and left. Large sums were obtained upon the leases so forged, and claims by persons who had been defrauded had been made on Redgrave's estate to the extent of £25,000. The recorder sentenced Redgrave to six years' penal servitude, Sanderson to twelve months' imprisonment with hard labour, and Farrow to six months' imprisonment in the second division.

Mr. Robert Harding Milward was, says the *Times*, further charged on the 23rd inst. with defrauding clients in connection with a life policy which was part of the marriage settlement of Vickers Henry Jones and Annie Robinson Broughton. It was alleged that the prisoner misappropriated £724 10s., for which amount the policy was surrendered. In another case the prisoner was charged with misappropriating sums amounting to about £700, the property of the trustees of the late Sir John Jaffray. These moneys were alleged to have been received in connection with the Durrant Harbour estate, bought by Sir John Jaffray in 1887. A syndicate was formed, of which Mr. Milward was a member, for the development of the estate, and Sir John Jaffray held the land in trust and advanced moneys on capital account. Mr. Milward agreed to manage the property, and it was alleged that in that capacity he misappropriated the moneys stated. After a long hearing the prisoner, who pleaded "Not guilty," was committed for trial on both charges. He was admitted to bail, himself in £4,000 and four sureties of £1,000 each. It was stated that other cases were under the consideration of the Public Prosecutor.

In the days, says the *Central Law Journal*, when Henry Clay was at his prime as a lawyer a man was once being tried for murder and his case looked hopeless indeed. He had without any seeming provocation murdered one of his neighbours in cold blood. The only ground of defence the prisoner had was that the murdered man had looked at him with such a fierce, murderous look that out of self-defence he had struck first. A ripple passed through the jury at this evidence. The time came for Clay to make his defence. It was settled in the minds of spectators that the man was guilty of murder in the first degree. Clay calmly proceeded, laid all the proof before them in his masterly way. Then, just as he was about to conclude, he played his last and master card. "Gentlemen of the jury," he said, assuming the fiercest, blackest look, and carrying the most undying hatred in it that was ever seen, "gentlemen, if a man should look at you like this, what would you do?" That was all he said, but that was enough. The jury was startled and some even quailed on their seats. The judge moved uneasily on his bench. After fifteen minutes the jury filed slowly back with a "Not guilty, your honour." The victory was complete. When Clay was congratulated on his easy victory, he said: "It was not so easy as you think. I spent days and days in my room before the mirror practising that look. It took more real hard work to give that look than to investigate the most obtuse case."

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 45, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEELEWICH.	Mr. Justice STUART.
Monday, Nov.	3 Mr. Farmer	Mr. Church	Mr. King	Mr. Beal
Tuesday	4 King	Mr. Gresswell	Mr. Farmer	Mr. Carrington
Wednesday	5 Theod.	Mr. Church	Mr. King	Mr. Beal
Thursday	6 W. Leach	Mr. Gresswell	Mr. Farmer	Mr. Carrington
Friday	7 Gresswell	Mr. Church	Mr. King	Mr. Beal
Saturday	8 Church	Mr. Gresswell	Mr. Farmer	Mr. Carrington

Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWIFT.
Monday, Nov.	3 Mr. W. Leach	Mr. Pemberton	Mr. R. Leach	Mr. Godfrey
Tuesday	4 Theod.	Mr. Jackson	Mr. Godfrey	Mr. R. Leach
Wednesday	5 W. Leach	Mr. Pemberton	Mr. R. Leach	Mr. Jackson
Thursday	6 Theod.	Mr. Jackson	Mr. Godfrey	Mr. Pemberton
Friday	7 W. Leach	Mr. Pemberton	Mr. R. Leach	Mr. Carrington
Saturday	8 Theod.	Mr. Jackson	Mr. Godfrey	Mr. Beal

THE PROPERTY MART.

SALE OF THE ENSUING WEEK.

Nov. 5.—Messrs. H. B. FOSTER & CRANFIELD, at the Mart, at 2:—43, Oakley-street, Chelsea, close to Albert Bridge and Embankment; lot on lease, £110 per annum. Solicitors, E. Cobbing, Esq., London.—Maida Vale: Leasehold Residence: good garden in rear; let on a three years' agreement at £65 per annum. Solicitors, A. Tyle, Esq., London.

Nov. 6.—Messrs. H. B. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To a Legacy of £2,000; lady aged 55. Solicitors, Messrs. Capron, Hinchins, Brabant, & Hinchins, London.
 To One-eighth of Freehold, producing about £170 per annum; lady aged 53. Solicitors, Messrs. Godfrey & Robertson, London.
 To One-ninth of £2,170, on mortgage; lady aged 67; provided reversioner, aged 49, survive her. Solicitors, Messrs. Cave & Co., London.
 To One-fifth of a Trust Estate, represented by Government Stock, £2, value £20,000; lady aged 60. Solicitors, Messrs. Bompas & Co., London.
 To One-third of a Trust Estate, represented by Waterworks Stock, £2, value £3,600; lady aged 59. Solicitors, Messrs. Tippetts, London.
 To Sums amounting to about £2,500 in all; lady aged 71 and gentleman aged 72. Solicitors, Messrs. Upton & Britton and Messrs. Gurney-Winter, Barnett, & Auddle, London.
 To One-fifth of £4,933 Victorian Government Stock; life aged 67, provided a life aged 49 survive. Solicitors, Messrs. Upton & Britton, London.
 To £1,000 in 100 Bank of England Stock; gentleman aged 81 and lady aged 79. Solicitors, Messrs. Danglefield & Blyth, London.
 To One-ninth of a Trust Fund, Railway Stocks, £2, value £40,000; lady aged 74.
LIFE INTERESTS of a Gentleman, aged 25, in One-third of about £216 in 50 per annum. Solicitor, C. W. Langford, Esq., London.

POLICIES:

For £3,000, £2,500, £2,000, £1,000, £500, £250, £200, £150, £100, £50, £400, £400. Solicitors, Messrs. Green, Galsworthy, & Green, Southampton; Messrs. Ingie, Holmes, & Sons and Messrs. Walters & Co., London.
 (See advertisements, this week, p. 19.)

Winding-up Notices.

London Gazette.—FRIDAY, OCT. 24.

JOINT STOCK COMPANIES.

LIMITED IN CREDIT.

ALFRED B. MATTHEWS, LIMITED—Creditors are required, on or before Nov. 25, to send their names and addresses, and the particulars of their debts or claims, to Thos. Smithurst, 25, Pall Mall, Manchester.
ARKLEIGH (WASBAU) GOLD MINING CO., LIMITED—Creditors are required, on or before Nov. 21, to send their names and addresses, with particulars of their debts or claims, to James Ford, 51, Cannon-st., London, or to Messrs. Hargrave & Davies, Bedford-row, solicitors for liquidator.
BLAXTON ENGINEERING CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov. 25, to send their names and addresses, and particulars of their debts or claims, to Charles John Sinclair, 25, Pall Mall, London, or to Messrs. Johnson & Son, 15, Abchurch-lane, solicitors.
BROWNING & CO., LIMITED—Creditors are required, on or before Dec. 15, to send their names and addresses, and the particulars of their debts or claims, to H. G. Ferguson, 17, Spring-st., Paddington.
ELSTON RAILWAYS CO., LIMITED—Notice for winding up, presented Oct. 22, directed to be heard Nov. 4. Watson & Watson, 17, Fenchurch-st., solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov. 3.
EXCHANGE TRUST, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Nov. 21, to send their names and addresses, and the particulars of their debts or claims, to William Hope Hobson, 724, Salisbury House, London W.1. Crosby & Sons, solicitors for liquidator.
GROVE BOTTLE MACHINERY CO., LIMITED—Notice for winding up, presented Oct. 22, directed to be heard Nov. 4. Green & Co., 10, Abchurch-lane, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov. 3.
HENSELBERG, LIMITED—Creditors are required, on or before Dec. 1, to send in their names and addresses, and the particulars of their debts or claims, to Harold Butler, 7, Victoria-st., Liverpool.
JOSPH CLEMENTSON, LIMITED—Creditors are required, on or before Nov. 21, to send their names and addresses, and the particulars of their debts or claims, to Joseph West, 20, Oak-st., Liverpool.
MINES INVESTMENT CORPORATION, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Nov. 21, to send their names and addresses, and the particulars of their debts or claims, to John Macdonald Henderson, 2, Moorfields-st., London.
MONMOUTHSHIRE TELEGRAPH PRINTING AND PUBLISHING CO., LIMITED—Creditors are required, on or before Nov. 29, to send their names and addresses to W. New House, 10, Abchurch-lane, Newport.
NORTHAMPTON STREET TRAMWAYS CO., LIMITED—Creditors are required, on or before Dec. 15, to send in their names and addresses, and the particulars of their debts or claims, to Edward Hudson Harley, 44, Abchurch-lane, solicitors for petitioners.
SHARPS LONGER EXPLORATION SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Nov. 17, to send their names and addresses, and the particulars of their debts or claims, to Sidney James Edwards, & Co., 11, Abchurch-lane, solicitors.

YEOVIL MASONIC HALL CO., LIMITED.—Creditors are required, on or before Nov 12, to send their names and addresses, and particulars of their debts or claims, to Thomas Isaac Dennis, Bank Chambers, Yeovil

**London Gazette.—TUESDAY, Oct. 28.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.**

BAKUAKETSI CONCESSION CO., LIMITED.—Creditors are required, on or before Nov 29 to send their names and addresses, and the particulars of their debts, to Henry Pinott Hill and William Watkins, 2, Suffolk Ln. Renshaw & Smith, Suffolk Ln, solers for liquidators

CRAWLEY AND BOSHAM DISTRICT LICENSED VICTUALLERS WHOLESALE SUPPLY CO., LIMITED.—Creditors are required, on or before Dec 12, to send their names and addresses, and particulars of their debts or claims, to Augustus Edwin Hibbard, 30, Coleman st
H BUTTON & CO., LIMITED.—Creditors are required, on or before Dec 12, to send their names and addresses, and particulars of their debts or claims, to Augustus Edwin Hibbard, 30 Coleman st

LA PALMA TOBACCO CO (COMPANIA GENERAL DE TABACOS DE LA PALMA), LIMITED.—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Lawrence M Yoult, 159, Victoria st

LONDON SMALL PROPERTY TRUST, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to William Gough, 10, Coleman st

MARCHESTER TIMBER IMPORTERS, LIMITED.—Creditors are required, on or before Nov 24, to send their names and addresses, and the particulars of their debts or claims, to

Samuel McHardy and John Philip Garnett, 22, Booth st, Mosley st, Manchester. Whittington & Co, Manchester, solers for liquidators
MICHOACAT (MEXICO) CO., LIMITED.—Creditors are required, on or before Dec 1, to send their names and addresses, and particulars of their debts and claims, to E. H. Knowles, Broad st av

NEW ABERKANDER GOLD MINING CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Nov 30, to send their names and addresses, together with full particulars of their debts or claims, to Mr Charles Jermyn Ford, 81, Cannon st. Burn & Berridge, Old Broad st, solers for liquidator

PARKERS JOINERY AND CABINET COMPANY, LIMITED.—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Ekanah Mackintosh Sharp, 130, Colmore-row, Birmingham. Buller & Cross, Birmingham, solers for liquidator

UNION ROLLING STOCK CO., LIMITED.—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Howard Samuel Smith, 11, Waterloo st, Birmingham. Ryland & Co, Birmingham, solers for liquidator

**COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.**

BENGAL INDIGO MANUFACTURING CO., LIMITED.—Creditors in the United Kingdom are required, on or before Nov 30, or elsewhere Dec 30, to send their names and addresses, and particulars of their debts or claims, to Robert Fletcher Allred, 45, Spring gdn, Manchester

Bankruptcy Notices.

London Gazette.—FRIDAY, Oct. 24.

RECEIVING ORDERS.

ALLEN, JOHN, Burnley, Grocer's Assistant Burnley Pet Oct 30 Ord Oct 20

BANKS, HENRY, Brighton, Travelling Merchant Brighton Pet Aug 18 Ord Oct 21

BOWEN, SAMUEL, Skewes, Dr Neat's, Glam, Coal Miser Abertown Pet Oct 31 Ord Oct 21

BRETTINGHAM & CO, Gloucestershire High Court Pet Aug 22 Ord Oct 20

BRINDLE, ALFRED WIGNALL, Urmston, Cloth Salesman Trafford Pet Oct 10 Ord Oct 23

BRYAN, HARRY WATTS, Technicians, Draper Burnley Pet Oct 20 Ord Oct 20

CAMDEN, RICHARD, Weston, Bath, Cycle Manufacturer Bath Pet Oct 21 Ord Oct 21

CARTER, PERCY ASHTON, Elgin mans, Elgin av High Court Pet Aug 27 Ord Oct 15

CAVEY, KATHARINE, Ipswich Ipswich Pet Oct 6 Ord Oct 10

CLARKE, JOHN OWEN, Prestatyn, Flint, Saddler Bangor Pet Oct 21 Ord Oct 21

CLIBBORN, P, Teignmouth, Devon Cheltenham Pet Oct 6 Ord Oct 21

COOK, CHARLES HERBERT, York, Joiner York Pet Oct 9 Ord Oct 21

CRONIN, JAMES, Barrow in Furness, Seafarer Barrow in Furness Pet Oct 31 Ord Oct 21

CUDNARD, JAMES, Norwich, Grocer Norwich Pet Oct 30 Ord Oct 10

CULNARD, ARTHUR DINGWALL, FORDYCE, Ainsdale, nr Southport, Merchant Liverpool Pet Oct 8 Ord Oct 21

CUTLER, AARON, Behndal Green rd, Boot Dealer High Court Pet Oct 22 Ord Oct 22

DAVEY, HENRY, North Kingston, Leicester, Grocer Leicester Pet Oct 22 Ord Oct 22

DAVIES, MARGARET, Llandudno, Draper Bangor Pet Oct 18 Ord Oct 18

DODSON, JOSEPH, Stanland, nr Halifax, Solicitor Halifax Pet Oct 6 Ord Oct 17

DUNDA, LAWRENCE CHARLES, HM Prison, Maidstone, Governor Maidstone Pet Oct 10 Ord Oct 21

ELLIS, EDWARD CHARLES, Chesterfield, Coachbuilder Chesterfield Pet Oct 20 Ord Oct 20

FARLEY, JOSEPH JOHN, Malvern, Worcester, Grocer Worcester Pet Oct 20 Ord Oct 20

HALL, JOHN, Caterall, nr Garstang, Lancs, Schoolmaster Preston Pet Oct 21 Ord Oct 21

HILL, FRANK, Kivver, Staffs, Farmer Stourbridge Pet Oct 20 Ord Oct 20

HOWELLS, TOM, Rises, Mon, Tailor Newport, Mon Pet Oct 22 Ord Oct 22

HULBERT, WALTER, West Yalton, Keynell, Wilt, Farmer Bath Pet Oct 8 Ord Oct 20

JOSEPH, FERRY, Devonport, Naval Outfitter Plymouth Pet Oct 20 Ord Oct 20

LEWIS, ANNIE, Birmingham, Jeweller Birmingham Pet Sept 24 Ord Oct 20

MILLS, AUGUSTUS, Newark upon Trent, Wicker Chair Maker No Newark Pet Oct 21 Ord Oct 21

MIZON, EDWARD, Market Weighton, Yorks, Joiner York Pet Oct 21 Ord Oct 21

NEWTON, JAMES YOUNG, Kingthorpe, Northampton Northampton Pet Oct 21 Ord Oct 21

PARKER, JAMES SPARKHALL, and LEONARD SAMUEL PARKER, Wyndonham, Norfolk, Grocers Norwich Pet Oct 22 Ord Oct 22

PERREN, JOHN, Handsworth Birmingham Pet Oct 22 Ord Oct 22

PHILLIPS, HENRY, Lappitt, Devon, Farmer Exeter Pet Oct 21 Ord Oct 21

PODMORE, HENRY, St Horton, Bradford, Botanical Beer Brewer Bradford Pet Oct 22 Ord Oct 22

POTTER, GEORGE REES, Adelaide pl, London Bridge, Shipping Agent High Court Pet Sept 29 Ord Oct 22

PROUD, REBECCA, Burton, Westonsland, Licensed Victualler Kendal Pet Oct 22 Ord Oct 22

FRY, PERCY and JOSEPH RANST BROWNE, Belper, Derby Pet Oct 22 Ord Oct 22

RICHARDSON, C H, Romford rd, Forest Gate, Builder High Court Pet Oct 1 Ord Oct 23

ROBEY, WALTER JOHN, Tunbridge Wells, Farmer Maid- stone Pet Oct 30 Ord Oct 20

RUSHFORTH, GEORGE, Foleshill, Warwick, Gasfitter Coventry Pet Oct 21 Ord Oct 21

RUSSELL, ASA EDMUND, Shipton Mallet, Somerset, Grocer Wells Pet Oct 22 Ord Oct 21

RUSSELL, THOMAS, Worcester, Pumber Worcester Pet Oct 30 Ord Oct 20

SCOTT, THOMAS, West Ealing, Builder Brentford Pet Oct 21 Ord Oct 21

STARLING, RICHARD HOLMES, St Yarmouth, Gt Yarmouth Pet Oct 20 Ord Oct 20

THOMAS, GILBERT GEORGE, Mountain Ash, Glam, Grocer Abertawe Pet Oct 30 Ord Oct 20

TONG, JOHN, Llangunill, Radnor, Blacksmith Leominster Pet Oct 10 Ord Oct 20

WALTON, JOSEPH, Whitehall 8 afts, Builder Wolver- hampton Pet Oct 20 Ord Oct 20

WEBB, GEORGE HENRY, Walsall, Grocer Walsall Pet Oct 20 Ord Oct 20

WILKINSON, WILLIAM, Market Harborough, Leicester, Chemist Leicester Ord Oct 21 Ord Oct 21

WILSON, ALFRED, Bridlington, Butcher Scarborough Pet Oct 22 Ord Oct 22

WILSON, JAMES GEORGE, Cheltenham Cheltenham Pet Oct 20 Ord Oct 20

FIRST MEETINGS.

BLADES, GEORGE, Gt Grimsby, Blacksmith's Striker Oct 31 at 11 Off Rec, 15 Osborne st Gt Grimsby

BRETTINGHAM & CO, Gloucestershire at Nov 7 at 12 Bank- ruptcy bldgs, Carey st

BRINDLE, ALFRED WIGNALL, Urmston, Cloth Salesman Oct 31 at 3.30 Off Rec, Byrom st, Manchester

COLLES, FREDERICK JAMES, Mansfield Woodhouse, Notts, Licensed Victualler Oct 31 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

COWWAY, RICHARD JOSEPH, Chester, Manchester, Grocer Oct 31 at 3 Off Rec Byrom st, Manchester

COOK, CHARLES HERBERT, York, Cabinet Maker Nov 5 at 11.30 Off Rec, The Red House, York

DAVIES, DAVID WILLIAM, Penygraig Glam, Grocer Nov 4 at 3.30 High st, Merthyr Tydfil

DAVIES, LEWIS JAMES, Abertawe, Collier Nov 5 at 3.30 High st, Merthyr Tydfil

ECLES, ROBERT, Ardwick, Manchester, Fork Butcher Oct 31 at 2.30 Off Rec, Byrom st, Manchester

FARLEY, JOSEPH JOHN, Belmont, Malvern, Worcester, Grocer Oct 31 at 11.30 45, Copenhagen st, Worcester

FARNEY, WILLIAM, Gt Grimsby, Grocer Oct 31 at 11.30 Off Rec, 18, Osborne st, Gt Grimsby

HARRIS, HUIE, Caderton justa Neath, Glam, Coal Miser Oct 31 at 2.30 Off Rec, Alexandria rd, Swansea

HAYWARD, ARTHUR, Southend on Sea, Furniture Remover Nov 5 at 12 Shirehall, Chelmsford

JONES, ANNE, Colwyn Bay, Denbigh, Lodging house keeper Oct 31 at 12 Crypt chambers, Eastgate row, Chester

LANDAU, MARCUS, Highbury New pk Nov 10 at 12 Bankruptcy bldgs, Carey st

LAWRENCE, LEOPOLD JAMES, Fulham, Cabinet Maker Nov 3 at 2.30 Bankruptcy bldgs, Carey st

LIDINGTON, DOUGLAS VINET, Leamington, Warwick, Butcher Oct 31 at 10.30 Off Rec, 17, Hertford st, Coventry

LIPSON, JOSEPH, Portobello rd, Notting Hill, Draper Nov 4 at 2.30 Bankruptcy bldgs, Carey st

MEAD, JOSHUA, Holloway rd, Draper Nov 5 at 2.30 Bankruptcy bldgs, Carey st

MIZON, EDWARD, Market Weighton, Yorks, Joiner Nov 5 at 12.30 Off Rec, The Red House, York

NASH, ELLER, Merthyr Tydfil, Cloth Dealer Oct 31 at 3.30 High st, Merthyr Tydfil

NORMAN, JOSEPH DARBY, Flintshire Oct 31 at 11 Off Rec, 47, Full st, Deby

OSWALD, FRANCIS ALICE, Hilldrop cres, Camden rd Nov 5 at 11 Bankruptcy bldgs, Carey st

PERRINS, JOSEPH, Sheffield, Carting Contractor Oct 31 at 12 Off Rec, Fictree ln, Sheffield

PHILLIPS, HENRY, Lappitt, Devon, Farmer Nov 5 at 10.15 Off Rec, 9, Bedford circus, Exeter

POTTER, GEORGE REES, Adelaide pl, London Bridge, shipping Agent Nov 6 at 12 Bankruptcy bldgs, Carey st

RAPHAEL, ROSE & CO, Australian av, importers Nov 6 at 11 Bankruptcy bldgs, Carey st

REEVES, LEWIS, Watford, Clothier Nov 5 at 3 Bankruptcy bldgs, Carey st

RICHARDSON, C H, Romford rd, Forest Gate, Builder Nov 7 at 12 Bankruptcy bldgs, Carey st

ROBERTS, JOHN, Willemhall, Staffs, Fruiterer Nov 4 at 11 Off Rec, Wolverhampton

NATIONAL DISCOUNT COMPANY, LIMITED, 35, CORNHILL, LONDON, E.C.

Subscribed Capital, £4,233,325.

Paid-up Capital, £846,665.

Reserve Fund, £460,000.

DIRECTORS.

EDMUND THEODORE DOXAT, Esq., Chairman.

WILLIAM HANCOCK, Esq.

QUINTIN HOGG, Esq.

Sub-Manager: PHILIP HAROLD WADE.

Secretary: CHARLES WOOLLEY.

LAWRENCE EDMUND CHALMERS, Esq.

WILLIAM FOWLER, Esq.

W. MURRAY GUTHRIE, Esq., M.P.

Manager: LEWIS BEAUMONT.

Auditors: JOSEPH GURNEY FOWLER, Esq. (Messrs. Price, Waterhouse, & Co.); FRANCIS WILLIAM PIXLEY, Esq. (Messrs. Jackson, Fidler, Browning, & Co.).

Bankers: BANK OF ENGLAND; THE UNION AND SMITH'S BANK OF LONDON, LIMITED.

Approved Mercantile Bills Discounted. Loans granted upon Negotiable Securities.

Money received on Deposit, at Call and Short Notice, at the Current Market Rates, and for Longer Periods upon Terms to be Specially Agreed upon.

Investments in and Sales of all descriptions of British and Foreign Securities effected. All communications upon this subject to be addressed to the Manager.

Manchester.
1. to send
or claims,
required,
of Berridge,
or before
or claims,
Grove, Bir-
10, to send
to Howard
sols for

Salesman
r. Notts,
Castle pl,
Manchester,
Manchester
er Nov 5
er Nov 4
re, Collier
k Butcher
er
Worcester,
Worcester
31 at 11.30
Coal Miner
s
Remover
ing house
tgate row,
10 at 12
et Maker
Warwick,
Lestrad st,
raper Nov
5 at 2.30
er Nov 5
er Oct 31
OF Rec, 47,
ard Nov 5
Oct 31 at
Nov 5 at
on Bridge,
g, Carey at
Nov 6 at
Bankruptcy
blder Nov
Nov 4 at 11

ED,

,000.

, Esq.

, Esq.

& Co.),

and for

. All

HOLY, WALTER JOHN, Tunbridge Wells, Farmer Nov 5
at 10.30 P. King st, Maidstone
RUSHFORTH, GEORGE, Foleshill, Warwick, Gas Fitter
Oct 31 at 12 Off Rec, 17, Hereford at, Coventry
RUSSELL, SAMUEL EDWARD, Rothley, Leicester Oct 31 at
12 Off Rec, 1, Benridge st, Leicester
RUSSELL, THOMAS, Worcester, Plumber Nov 1 at 11.30
45, Copenhagen st, Worcester
SCOTT THOMAS, West Ealing, Builder Nov 3 at 3 Bank-
ruptcy bldg, Carey st
SHAW, JOHN WILLIAM, Nelson, Tobaccoist Oct 31 at 12.15
Exchange Hotel, Nicholas st, Burnley
SPENCER, WILLIAM, Rushden, Northampton Nov 3 at 12
Off Rec, Bridge st, Northampton
STEW, RICHARD, Haythorne nr Sleaford, Lincs, Farmer
Oct 31 at 12.15 Off Rec, 31, Silver st, Lincoln
BYDENHAM, JAMES STYVEL, Tiverton, Devon, Smith Nov 5
at 10.15 Off Rec, 2, Bedford circus, Exeter
THOMAS, HENRY, Carmarthen, Labourer Nov 5 at 12.45
Off Rec, 4, Queen st, Carmarthen
WALSH, JOSEPH, Willenhall, Builder Nov 3 at 12 Off
Rec, Wolverhampton
WEBB, DAVID MANDELPH, Wootton, Berks, Farmer Oct 31
at 1, 8t Aldisde, Oxford

Amended notice substituted for that published in
the London Gazette of Oct 17:
EVANS, EDWARD ARTHUR, Penryn Bay, nr Llandudno,
Blacksmith Oct 24 at 12 Crypt Chambers, Eastgate row,
Chester

ADJUDICATIONS.

ALLEN, JOHN, Burnley, Grocer's Assistant Burnley Pet
Oct 20 Ord Oct 30
BEDFORD, HERBERT, Marlborough pl, St John's Wood
High Court Pet Sept 24 Ord Oct 31
BOWEN, SAMUEL, Skewen, nr Neath, Coal Miner Aberavon
Pet Oct 21 Ord Oct 21
BRINDLE, ALFRED WIGNALL, Urnston, Lancs, Cloth Sales-
man Salford Pet Oct 20 Ord Oct 20
BRYAN, HARRY WATTS, Todmorden, Draper Burnley Pet
Oct 20 Ord Oct 20
CAMDEN, RICHARD, Weston, nr Bath, Cycle Manufacturer
Bath Pet Oct 21 Ord Oct 21
CARADUS, ROBERT WILSON, Barrow in Furness, Baker
Barrow in Furness Pet Sept 18 Ord Oct 22
CLARKE, JOHN OWEN, Prestatyn, Flint, Saddler Bangor
Pet Oct 21 Ord Oct 21
COCK, CHARLES HERBERT, York, Joiner York Pet Oct 9
Ord Oct 21
CRONIN, JAMES, Barrow in Furness, Seafarer Barrow in
Furness Pet Oct 21 Ord Oct 22
CUBBERD, JAMES, Norwich, Grocer Norwich Pet Oct 20
Ord Oct 20
CUTNER, AARON, Bethnal Green rd, Boot Dealer High
Court Pet Oct 22 Ord Oct 22
DAFT, HENRY, North Evington, Leicester, Grocer
Leicester Pet Oct 22 Ord Oct 22
DAVIS, MARGARET, Llandudno, Lraper Bagnor Pet Oct
18 Ord Oct 18
ELLIS, EDWARD CHARLES, Chesterfield, Coach Builder
Chesterfield Pet Oct 20 Ord Oct 20
FARLEY, JOSEPH JOHN, Belmont, Malvern, Woron, Grocer
Worcester Pet Oct 20 Ord Oct 20
FERGUSON, GEORGE GUNNIS, Finchley rd, Hampstead High
Court Pet Sept 29 Ord Oct 21
GOODWIN, THOMAS, Buxton, South Norwood, Builder
Croydon Pet Aug 19 Ord Oct 21
HALL, JOHN, Catterall, nr Garstang, Lancs, Schoolmaster
Preston Pet Oct 21 Ord Oct 21
HERITAGE, JOHN ABBOTT, Dover, Grocer Canterbury
Pet Sept 10 Ord Oct 20
HILL, FRANK, Kivver, Staffs, Farmer Stourbridge Pet
Oct 20 Ord Oct 20
HOWELL, TOM, Risco, Mon, Tailor Newport, Mon Pet
Oct 22 Ord Oct 22
JOSEPH, FENY, Devonport, Naval Outfitter Plymouth
Pet Oct 10 Ord Oct 20
KAPLAN, JOSEPH, Broadway, Westminster High Court
Pet Jun 25 Ord Oct 21
MILLS, AUGUSTUS, Newark upon Trent, Wicker Chair
Maker Nottingham Pet Oct 21 Ord Oct 21
MIXON, EDWARD, Market Weighton, Yorks, Joiner York
Pet Oct 21 Ord Oct 21
PARKER, JAMES SPARKHALL, 1st, LEONARD SAMUEL
PARKER, Wymondham, Norfolk, Grocer Norwich
Pet Oct 22 Ord Oct 22
PHILLIPS, HENRY, Luppitt, Devon, Farmer Exeter Pet
Oct 21 Ord Oct 21
FLOWRIGHT, GEORGE, Hackney rd, Shoreditch, Dairyman
High Court Pet Oct 18 Ord Oct 21
FROUD, ERECCA, Burton, Westmorland, Licensed
Vintner Kerdal Pet Oct 22 Ord Oct 22
FYM, FENY, and JOSEPH RANNEY BROWN, Belper, Derby
Derby Pet Oct 22 Ord Oct 22
HOLY, WALTER JOHN, Tunbridge Wells, Farmer
Maidstone Pet Oct 20 Ord Oct 20
RUSHFORTH, GEORGE, Fole hill, Warwick, Gas Fitter
Coventry Pet Oct 21 Ord Oct 21
RUSSELL, ASH BURNES, Shepton Mallet, Som set, Grocer
Wells Pet Oct 22 Ord Oct 22
RUSSELL, THOMAS, Lowestoft, Worcester, Plumber
Worcester Pet Oct 20 Ord Oct 20
SCOTT THOMAS, West Ealing, Builder Brentford Pet
Oct 21 Ord Oct 21
STARLING, RICHARD HOLMES, Gt Yarmouth, Norfolk Gt
Yarmouth Pet Oct 20 Ord Oct 20
THOMAS, GILBERT GEORGE, Mountain Ash, Glam, Grocer
Aberdare Pet Oct 19 Ord Oct 20
TONG, JOHN, Llangunilo, Radnor, Blacksmith Leominster
Pet Oct 20 Ord Oct 20
UPHILL, JOHN, Eastbourne, Plumber Eastbourne Pet Oct
17 Ord Oct 22
WALSH, JOSEPH Willenhall, Staffs, Builder Wolver-
hampton Pet Oct 20 Ord Oct 20
WEBB, GEORGE HENRY, Walsall, Grocer Walsall Pet
Oct 20 Ord Oct 20
WIDMER, FRANK G, Plymouth, Builder Plymouth Pet
Oct 1 Ord Oct 31
WILKINSON, WILLIAM, Market Harborough, Chemist
Leicester Pet Oct 21 Ord Oct 21

WILSON, ALFRED, Brillington, Yorks, Butcher Scar-
borough Pet Oct 22 Ord Oct 22
WILSON, JAMES GEORGE, Cheltenham Cheltenham Pet
Oct 20 Ord Oct 20
WOOD, RICHARD BRUCKER, Stoneycroft, Liverpool Liver-
pool Pet Sept 19 Ord Oct 21
Amended notice substituted for that published in the
London Gazette of Sept 5:
THOMAS EDWARD GEORGE, Bere Regis, Dorset Poole Pet
Aug 19 Ord Sept 3
Amended notice substituted for that published in
the London Gazette of Oct 10:
COWIE, CHARLES, and NORMAN CHARLES ERNEST DENTON
Sheffield, Fishmongers Sheffield Pet Oct 8 Ord
Oct 8
ADJUDICATIONS ANNULLED.
PHILLIPS, HENRY CHARLES BURNELL, Tupsley, Hereford,
Hereford Adjud Aug 13, 1896 Annual Oct 17, 1902
Amended notice substituted for that published in the
London Gazette of Oct 14:
DOUGLAS-WILLIAMS, ROBERT, Clifton, Bristol, Gent Bristol
adjud Jan 18, 1901 Annual Sept 26, 1902
Amended notice substituted for that published in the
London Gazette of Oct 10:
POTTS, ARTHUR, Wolverhampton Wolverhampton Adjud
Jan 31, 1901 Annual Oct 6, 1902

Where difficulty is experienced in procuring the
SOLICITORS' JOURNAL with regularity it is
requested that application be made direct to
the Publisher, at 27, Chancery-lane.

Annual Subscriptions, PAYABLE IN ADVANCE:

SOLICITORS' JOURNAL, £1 6s.; by post, £1 8s.

WEEKLY REPORTER, £1 6s.; by post, £1 8s.

SOLICITORS' JOURNAL and WEEKLY
REPORTER, £2 12s., post-free.

Volumes bound at the Office—cloth, 2s. 9d.; half
law calf, 5s. 6d.

MARINE AND GENERAL MUTUAL LIFE OFFICE.

All Policies taken out prior to 1857 have now
been DOUBLED by Bonus.

HEAD OFFICE: 14, LEADENHALL STREET, LONDON.

Ask your Stationers for—

ASOKA =
= BLOTTING

A most absorbent and quick-drying
Blotting Paper.

Some Blottings are CHEAP in price
but DEAR in actual value.

Every Sheet is Water-marked

ASOKA.

INFANT ORPHAN ASYLUM, WANSTEAD.

Patron—HIS MAJESTY THE KING.

Builders—MORRIS, WILLIAMS, DEACON, & Co.

This Institution—founded in 1827—requires £18,000 per
annum to maintain the 600 children—orphans of persons
once in a fair position—which it benefits year by year.

Annual Subscriptions from Half-a-Guinea, or Life Sub-
scriptions from Five Guineas, entitle the donors to vote at
all Elections.

Requests of £100 and upwards entitle the Executors to
Life Votes. A. HARDING GREEN, Secretary.

Office: 69, Ladgate-hill, E.C.

TENTH IMPRESSION (REVISED AND CORRECTED, 1898).

8vo. Price 15s.

THE INSTITUTES OF JUSTINIAN.

With English Introduction, Translation, and Notes.

By the late THOMAS COLLETT SANDARS, M.A.

Barrister-at-Law.

LONDON: LONGMANS, GREEN, & CO.

CLARK'S PATENT HYGIENIC
"SYPHON"
STOVES.



SYPHON STOVES

NO FLUE REQUIRED.
NO SMOKE. NO SELL
NO DIRT OR TROUBLE.

Supplied to H.M. The King.
Of all Ironmongers, Stores, and Gas
Co., or of S. Clark & Co., Messrs.
Compton Works, Nibley, N.
Showrooms: 24, Holborn Viaduct, E.C.

ROBINSON & CLEAVER,

BELFAST, AND

Ltd.

156 to 170, REGENT STREET, LONDON, W.,

Linen Manufacturers to His Gracious Majesty the King, and
H.R.H. the Princess of Wales.

IRISH CAMBRIC POCKET HANDKERCHIEFS.

Children's Bordered, 1s. 3d. per dozen; Ladies' Bordered, 2s. 3d. per dozen; Gentlemen's Bordered, 3s. 3d. per dozen; Hemstitched: Ladies', 2s. 9d. per dozen; Gentlemen's, 3s. 11d. per dozen. Embroidered Handkerchiefs in all the latest styles, from 1s. to 20s. each.

IRISH LINEN COLLARS, CUFFS, SHIRTS.

COLLARS: Ladies' 3-fold from 3s. 6d. per dozen. Gents' 4-fold, 4s. 11d. per dozen. CUFFS for Ladies or Gentlemen, from 5s. 11d. per dozen. Fine Quality Longcloth Shirts, with 4-fold pure Linen Fronts, 35s. 6d. half-dozen. (To measure, 2s. extra.)

IRISH DAMASK TABLE AND HOUSE LINEN.

Fish Napkins, 2s. 11d. per dozen; Dinner Napkins, 5s. 6d. per dozen; Table Cloths, 2 yards square, 2s. 6d.; 2½ yards by 3 yards, 5s. 6d. each; Kitchen Table Cloths, 11½d. each. Strong Huckaback Towels, 4s. 6d. per dozen. Frilled Linen Pillow Cases, from 1s. 4½d.

ILLUSTRATED PRICE LISTS AND SAMPLES POST-FREE.

N.B.—To Prevent Delay, all Letter Orders and Inquiries for Samples should be sent direct to Belfast.

SIMMONDS' DETECTIVES

HENRY SIMMONDS, MANAGER.
(LATE OF SLATERS)
29 & 30 KING ST. CHEAPSIDE
LONDON. E.C.

DIVORCE—All available reliable evidence secretly obtained for divorce proceedings by SIMMONDS' Detectives, whose vast experience in this particular class of work has been successful for many years past. Telegrams: "Kinster, London" Tel. No. 230 Bank.

SLANDER—SIMMONDS' Detectives make a special feature of all cases of Slander, having been previously successful in connection with these matters. Telegrams: "Kinster, London" Tel. No. 230 Bank.

SECRET SHADOWING by experienced Male and Female Detectives for ascertaining the habits and associations of suspected persons. Telegrams: "Kinster, London" Tel. No. 230 Bank.

COMMERCIAL—Evidence obtained for merchants, bankers, insurance companies, financiers, and manufacturers in all parts of the world, as to the integrity of their employes' trade secrets, and general information essential to business success. Telegrams: "Kinster, London" Tel. No. 230 Bank.

BLACKMAIL, &c.—SIMMONDS' Detectives for ascertaining the desired object in all cases of this description. Telegrams: "Kinster, London" Tel. No. 230 Bank.

MATRIMONIAL—Particulars as to social and financial position, past history and present reputation of parties solemnly ascertained and fully investigated. Telegrams: "Kinster, London" Tel. No. 230 Bank.

FINANCIAL—SIMMONDS' Detectives for ascertaining reliable and correct information upon all points in connection with financial matters. Telegrams: "Kinster, London" Tel. No. 230 Bank.

MISSING FRIENDS AND RELATIVES TRACED.—Write and Judgments served, and all matters which require the aid of expert detectives undertaken with dispatch and skill. Telegrams: "Kinster, London" Tel. No. 230 Bank.

PROBATE, &c.—SIMMONDS' Detectives for exhaustive searches and investigations in connection with matters of the above description. Telegrams: "Kinster, London" Tel. No. 230 Bank.

SHARE OF OFFICES Offered by a Solicitor in Chambers to another Solicitor; on exclusive charge for rent, electric light, &c.—Apply, Box 616, "The Solicitors' Journal" Office, 37, Chancery Lane, W.C.

FOR PLEASURE AND PROFIT

FRUIT SEEDS

Nothing so profitable and easy to grow.
80 Acres of Saleable Trees

THE BEST PROCURABLE.

ROSES

HUNDREDS of THOUSANDS.
Bushes in variety. Packing and Carriage free for Cash with order.
8s. per doz. 60s. per 100.
All other Nursery Stock Carriage forward.

ROSES IN POTS From 15/- a doz.

Ornamental Trees, 51 Ac. &c.
A Superb Collection of Herbaceous Plants, Four Acres of Glass, Clematis 60,000 from 15/- doz.
N.B.—Single Plants are sold at slightly increased prices.

GENERAL CATALOGUE
Two pages of Nursery Stock, artistically produced, containing some hundreds of illustrations, and full of valuable information, free on receipt of 2d. for postage. Please mention this Paper.

RICHARD SMITH & CO. WOLFFSTETTER

SUN INSURANCE OFFICE.
Founded 1710.
LAW COURTS BRANCH:
40, CHANCERY LANE, W.C.
A. W. COUSINS, District Manager.
SUM INSURED EXCEEDS £460,000,000.

SCHOOL SHIP "CONWAY"
LIVERPOOL.
FOR TRAINING YOUNG GENTLEMEN TO BECOME OFFICERS IN MERCHANT STEAMERS.
FOR PROSPECTUS APPLY TO THE CAPT. A. TRILLER, R.N.

C. & T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, NOVEMBER 11, at TWO:—

PLAISTOW.—By order of Mortgagees, Freehold house, shops, and land, 21, 23, 25, 27, 29, Upper-road; 9, 11, 13, Upper-road; 27, 29, 31, Florence-road; 42, Helena-road; let at £240 per annum.—Solicitors, Messrs. Phillips & Boyl, 179, Greenwich House, E.C.

MILE-END.—Corner baker's shop, No. 1, Wilson-street, Burdett-road; let at £33; term 25 years at £6. And in Cohen, deceased, the house No. 6, Talbot-street, Globe-road; rental £20; term 25 years at £3.—Solicitors, Messrs. Harris, Chatham, & Co. 25, Finsbury-square, E.C.

WITTECHAPPEL.—The Freshfield, 26 Upper East Smithfield. Adaptable for warehouse or factory.—Solicitors, Messrs. Hicks, Arnold, & Mozley, 35, King-street, W.C.

WAPPING and WALTHAMSTOW.—Nos 9 to 21, Lower-street; let at £145; term 99 years at 6s 10d each, and the villa, 18 Copeland-road, Hoe-street; term 99 years at £3.—Solicitors, C. A. Rame, Esq., 62, King William-street, E.C.

Auction and Estate Agency Offices, Seven, Leadenhall-street, E.C., and 144, Mile End road, E.

C. & T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, NOVEMBER 11, at TWO:—

MILE-END.—Re Beens deceased.—No. 99, St. Peter's-road, 5, Nicholas-street, 51, Cephas-street, 20, 21, Beaumont-square, 100, 102, Bridge-street, Bow, 7 and 9, Addington-road St. Pancras, 81, 83, 85, Exmouth-street, St. George's, E., 19, 21, Anthony-street—Solicitor, J. M. Harris, Esq., 95, Leadenhall-street, E.C.

BETHNAL GREEN and BOW.—Re Vettou deceased.—Nos. 54 and 56, Green-street, and 6, Digby-street; 1 and in Chad-street, Bow; and Shares in the Piccadilly Property Investment Co.—Solicitors, Messrs. P. R. Smith, Sons, & Co., 183, Aldersgate-street, E.C., and Messrs. Gellatly & Son, 17, Fenchurch-street, E.C.

Auction and Estate Agency Offices, Seven, Leadenhall-street, E.C., and Mile End.

By order of the Trustees of the late Mr. R. Mann CITY of WESTMINSTER close to Victoria Station, about 300 yards from Victoria street.

A Freehold Estate of about 49,986 square feet, including a fully-licensed house.

MESSRS. E. & H. LUMLEY will SELL, by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, NOVEMBER 11, 1902, at 12 o'clock precisely (unless previously sold by private treaty), the valuable FREEHOLD ESTATE, having frontages to Vauxhall Bridge road, Francis-square, and Whitlow-street, comprising nine plots, two private houses, a fully licensed public-house, builder's yard, carman's yard and stables, 27 out-areas, and a modern dwelling. The whole comprising an area of about 49,286ft., and forming an admirable building site suitable for the erection of flats, a theatre or music hall, factory, or any other object requiring large superficial area.

For plans and particulars of sale apply to the Solicitors, Messrs. Lumley & Lumley, 15, Old Jewry-chamber, E.C., and 27, Conduit-street, W.; and to the auctioneers, Messrs. Lumley (limited), St. James's House, 22, St. James's-street, E.W.

ALEXANDER & SHEPHEARD, LIMITED.

LAW and PARLIAMENTARY.

PARLIAMENTARY BILLS, MINUTES OF EVIDENCE, BOOKS OF REFERENCE, STATEMENTS OF CLAIM, ANSWERS, &c., &c.

BOOKS, PAMPHLETS, MAGAZINES, NEWSPAPERS.

And all General and Commercial Work.
Every description of Printing.

Printers of THE SOLICITORS' JOURNAL and WEEKLY REPORTER.

NORWICH STREET, FETTER LANE, LONDON, E.C.

MADAME TUSSAUD'S EXHIBITION

(in connection with Trains and Buses from all parts).

Open at 9 a.m.
CORONATION CELEBRITIES!
CORONATION CELEBRITIES!
PORTRAIT MODELS of
HIS MAJESTY KING EDWARD VII.,
HIS MAJESTY QUEEN ALEXANDRA,
and other MEMBERS of the ROYAL FAMILY, &c., &c.
CORONATION CELEBRITIES!
CORONATION CELEBRITIES!

H.M. the SHAH of PERSIA.
Viscount KITCHENER, Lord MILNER, General FRENCH, Generals DE WET, DE LA BEY, and BOTHA, &c., &c.
Ex-President STEYN and KRUGER.
Hall of Tableaux, containing
Historical, Naval, Military, and other Reenactments.
Delightful Music all Day. Orchestral Performances.
Madame Tussaud's Roumanian Band.
Afternoon Tea in New Restaurant.
Up-to-date additions. New Attractions.
Admission 1s.; Children 6d.; Extra Rooms, 6d.
MADAME TUSSAUD'S EXHIBITION.